TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1914.

No. 166

THE UNITED STATES, APPELLANT,

vs.

PRINCE LINE, LIMITED, PAUL F. GERHARD, CHARLES E. GERHARD, FRANCIS J. GERHARD ET AL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

RECORD AND EXHIBITS.
VOLUME I.

DEFENDANTS' TESTIMONY.
PETITIONER'S EXHIBITS IN REBUTTAL.
DEFENDANTS' EXHIBITS.

FILED JUNE 18, 1915.

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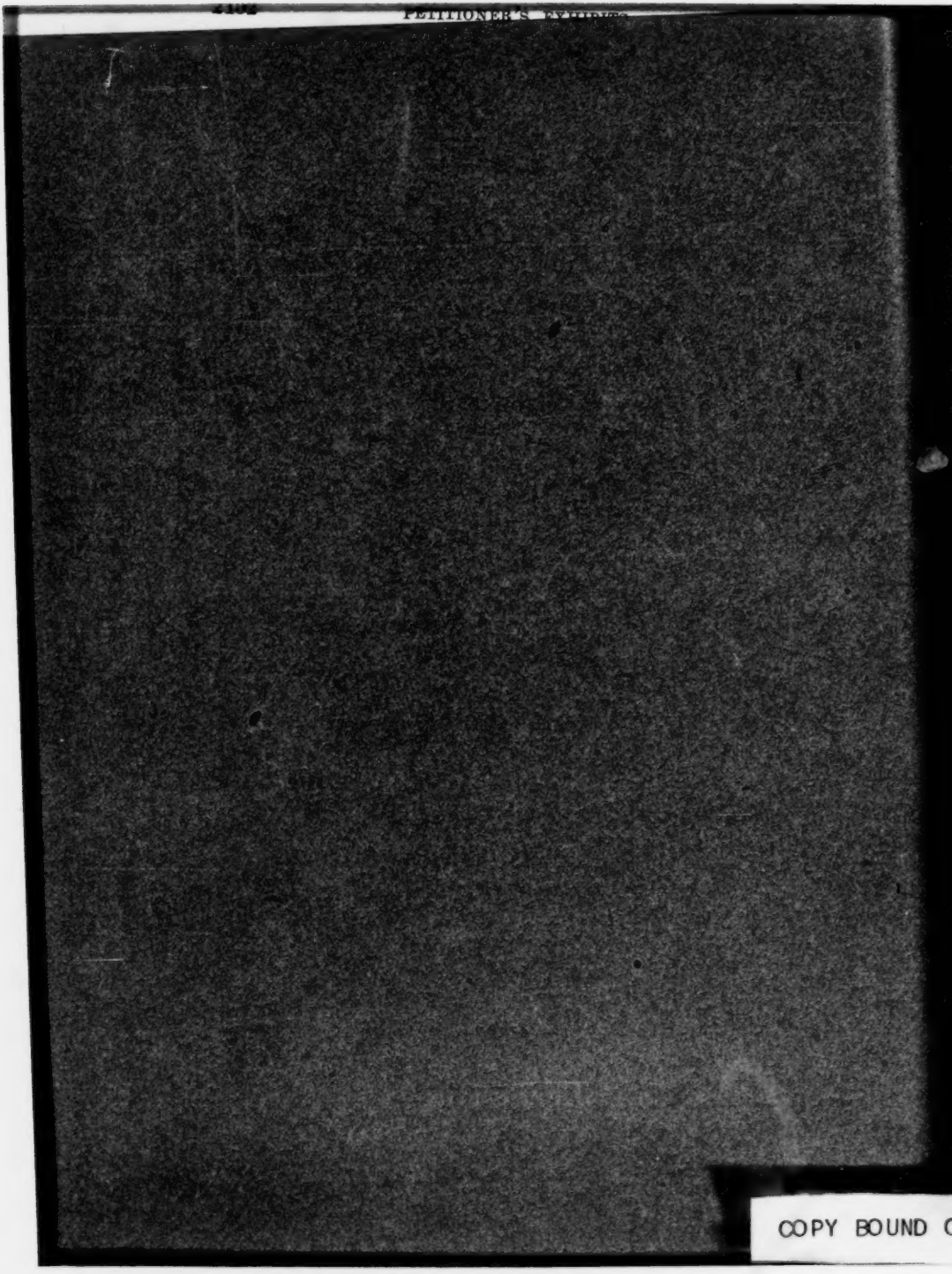

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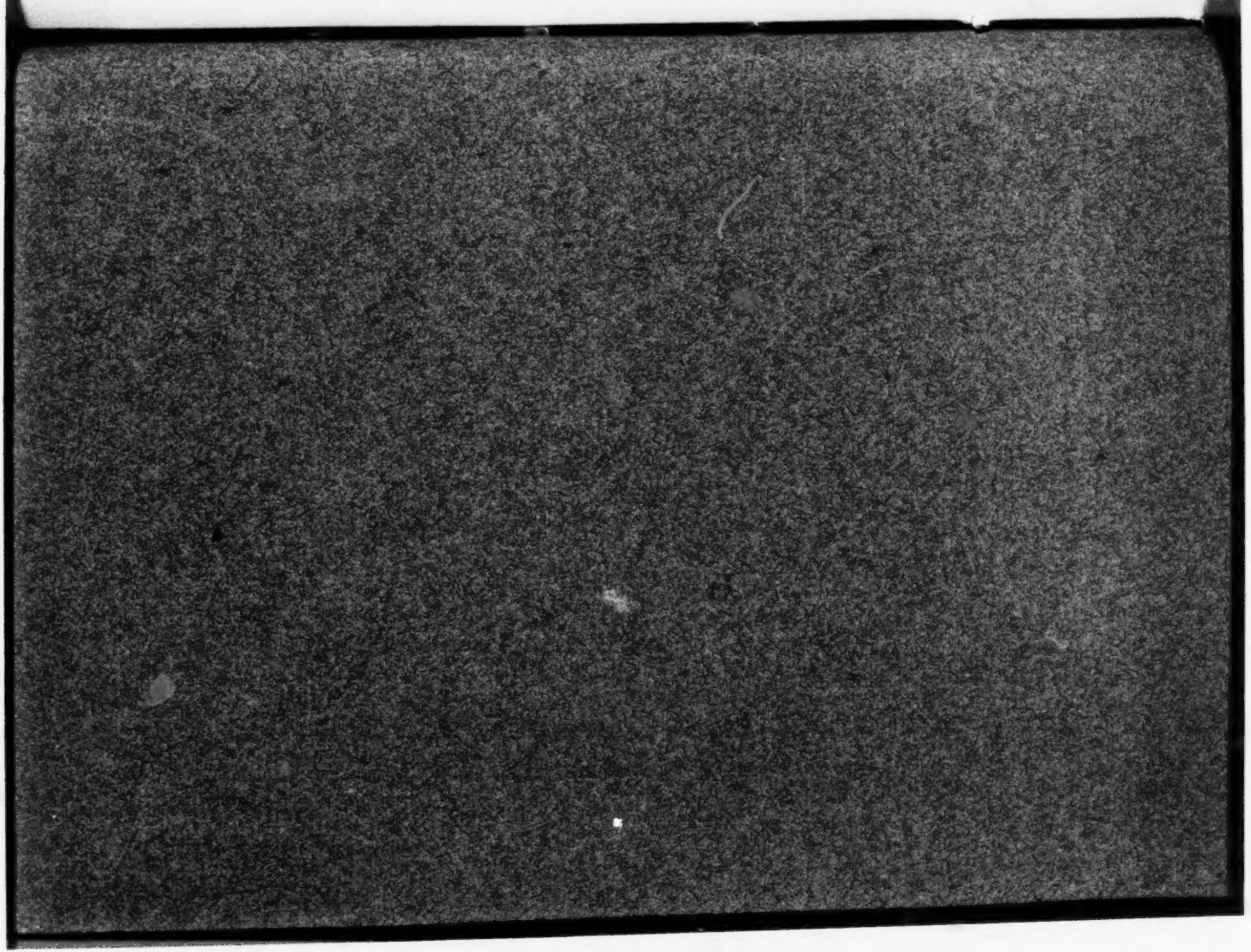

UNITED STATES OF AMERICA

v.

PRINCE LINE, LIMITED, ET AL.

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8609

United States District Court,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA,
Petitioner,

AGAINST

8610

PRINCE LINE, LIMITED, PAUL F. GERHARD & COMPANY, HARRY CONNORS, PAUL GOTTHEIL, THOMAS A. SPARKS, WILLIAM VOLCKENS, H. W. VOLCKENS, W. L. WALTHER, ROBERT H. GOODWIN, CLEMENT H. BETTS, HAMBURG-AMERIKANISCHE PACKETFAHRT AKTIEN-GESELLSCHAFT, HAMBURG-SUDAMERIKANISCHE DAMPFSCHIFFAHRTS-GESELLSCHAFT, WILLIAM G. SICKEL, HENRY H. GARVAN, FREDERICK T. BUSK, LORENZO DANIELS AND WILLIAM GEIN,
Defendants.

8611

New York, February 27, 1914.

Hearing held pursuant to notice.

APPEARANCES: 8612

ERNEST E. BALDWIN, ESQ., AND STANLEY D. MONTGOMERY, ESQ., for the Petitioner.

MESSRS. SPOONER & COTTON, by John C. Spooner, Esq., for Paul Gottheil, et al.

MESSRS. BURLINGHAM, MONTGOMERY & BEECHER, by Charles C. Burlingham, Esq. for Frederick T. Busk, et al.

MESSRS. CONVERS & KIRLIN, by J. Parker Kirlin, Esq., for Prince Line, et al.

8613 Mr. Spooner stated that he expected to put Mr. Gottheil on the stand to-day, but could not do so, but that there are three or four witnesses who will be here from Hamburg, and one from England.

Adjournment taken subject to call.

New York, March 14, 1914.

Hearing resumed pursuant to adjournment.

8614

APPEARANCES:

ERNEST E. BALDWIN, ESQ., AND STANLEY D. MONTGOMERY, ESQ., for the Petitioner.

MESSRS. SPOONER & COTTON, by John C. Spooner, Esq., for Paul Gottheil, et al.

MESSRS. BURLINGHAM, MONTGOMERY & BEECHER, by Charles Burlingham, Esq., for Frederick T. Busk, et al.

MESSRS. CONVERS & KIRLIN, by M. W. Maclay, Jr., Esq., for Prince Line, Ltd., et al.

8615

THOMAS MURPHY, called on behalf of the defendants, being first sworn, testified as follows:

DIRECT-EXAMINATION by Mr. Spooner.

Q. Where do you reside, Mr. Murphy? A. Liverpool, 10 Middlesex Road, Liverpool.

Q. What is your business? A. Master mariner, sir.

Q. How long have you been engaged in that business? A. Well, as master since January, 1912. I have been to sea all my life—that is about twenty-seven years.

8616

Q. You have been a sailor all your life? A. Yes.

Q. What were you before you became mariner? A. I was chief officer of the same ship. I am in that five years—close on five years; I joined her in May, 1907.

Q. And were you the chief officer from the time you joined her? A. Yes. I joined as chief officer in May, 1907.

Q. What position did you hold before that—immediately before that? A. Second officer immediately before that in one of the same company's steamers.

Q. How many years have you been engaged as mariner navigating the ocean? A. All together? 8617

Q. Yes. A. Twenty-seven years.

Q. What ship are you captain of, the captain of the *Inkum?* A. Yes.

Q. But you served on her before you became captain? A. Yes, close on five years; May 5th, 1907 up to January, 1912.

Q. How large a boat is she? A. She is 8,300 dead weight; that is the carrying capacity, 8,300 tons.

Q. Was she or was she not to your knowledge at one time chartered to the Pan American Mail? A. The Mississippi Valley and South American and New Orleans Steamship Company, yes. I was on time charter for that. 8618

Q. When was that entered into, if you remember? A. The charterer as near as I can remember—the charter party was made in April, 1912, and we left Liverpool on June 1st and arrived in New Orleans on June 21st and turned over the ship on the 22nd of June, 1912, to the Pan American Mail, so called.

Q. That is, you delivered her on that date under the charter? A. Delivered her on the 22nd of June ready to receive cargo. 8619

Q. You make a statement in your own way, if you will, of the loading of the ship? A. When I arrived in New Orleans I was told by Mr. Porch, who was the person who was the president——

Mr. Baldwin: I object to what he was told by Mr. Porch as not material or responsive to the question; I object to any statement.

Q. You may go on, Captain? A. I was told I had to load a cargo of tramway lines, and a measurement cargo. 8620

Q. Of what? A. A portion of the cargo was dead weight tramway lines and the balance was merchandise cargo.

Q. What was the dead weight? A. Railway iron, tramway lines as we call it.

Q. Do you remember the number of tons of it? A. In the neighborhood of between 2,600 and 2,700 tons, and the balance of the shipload, that is, leaving out bunkers, was

8621 all measured freight. And they wanted me to load this railway iron on top of the light freight, which is impossible——

Mr. Baldwin: I want to make an objection, that any statements made to him by any person of what they wanted him to do I object to; and I object on the further ground that the charter party is the best evidence.

Mr. Spooner: You proved by Captain Lowry, your witness, that the ship was chartered.

8622

Q. Why do you say it is impossible? A. Because I could not load a ship that way; there is no ship that could be loaded that way.

Mr. Baldwin: What way?

The Witness: Dead weight on top of light weight—that is, to that extent. We could not do it. It was morally impossible to load it.

Mr. Montgomery: Who told you to load it that way?

8623 The Witness: Mr. Porch's orders, through Mr. Lowry and his master stevedore.

Mr. Baldwin: I ask to have that stricken out as immaterial, irrelevant and incompetent. There is no evidence here except hearsay evidence so far as this witness is concerned of what the order from Porch to Lowry and Lowry in return to the stevedore was; perfectly incompetent.

Q. Do you know in what relation Mr. Lowry received
8624 orders from Mr. Porch? A. Not in the early part, sir. When I got these instructions I visited Mr. Porch at his residence and then he——

Q. What relation did Mr. Porch stand in to the company that owned this? A. As president; active man in the business.

Q. Well, go on?

Mr. Baldwin: I ask to have the last part stricken out—"Active man."

A. When I explained to Mr. Porch it could not be loaded 8625
in that way he finally came to the conclusion that he would change the order of the ports, and instead of going with the iron to Rio first we would go to Buenos Ayres, first.

Q. Where was the iron to go? A. To Rio de Janeiro; and the merchandise freight to Buenos Ayres. And we had to go to Buenos Ayres at a deeper draught than was usual for the port. Consequently, the ship was detained owing to this deep draught and we could not get alongside and had to use lighters in between to discharge the cargo; and this went on for several days; I should say 8626
three or four days anyway, before we could get alongside.

Q. Yes. A. And, of course, it caused detention and we finally discharged the cargo there; but it was for Buenos Ayres—I loaded a portion of cargo in Buenos Ayres for Rio on top of the rails again and proceeded to discharge in Rio de Janeiro. That is, the rails which came from New Orleans to Rio de Janeiro, and carried down through Buenos Ayres and back to Rio de Janeiro, and we had about 2,200 tons for Buenos Ayres on top of the rails for Rio. That was loaded at Buenos Ayres. 8627

Q. You carried the rails from Rio? A. Down from New Orleans to Rio and to Buenos Ayres and back to Rio de Janeiro.

Q. Rio de Janeiro was their destination? A. Yes, sir.

Q. So you had to carry them to Buenos Ayres? A. In the first instance, yes, sir.

Q. And then bring them back to Rio de Janeiro? A. Yes, sir.

Mr. Montgomery: Bring what back?

The Witness: The rails. 8628

Q. What is the distance between Rio and Buenos Ayres? A. About between 1,400 and 1,500 miles as near as I can make. I could not say exactly, sir.

Q. Then you had to carry the rails from 2,800 to 3,000 miles? A. The double distance from Rio and back again.

Mr. Baldwin: Objected to as entirely immaterial.

CUT OFF

8629 A. Then the rails being in the ship were a dead weight and kept the ship in a deeper draught than she should have been.

Q. More expensive to operate? A. More expensive than on an ordinary draught to the port.

Q. Although not a sailor I suspect that. Very well, then, what did you do then with the ship? A. She was discharged in Rio de Janeiro and from there we proceeded back to New Orleans in ballast. We were some time in Rio de Janeiro but this railway iron was only—we al-
8630 lowed them a good long time for discharging it, I think at the rate of about 200 tons a day. I know there was no demurrage on the ship. She got discharged in her time. The time was allowed for according to the booking of the freight.

Q. And you came back to New Orleans? A. Yes, sir.

Q. In ballast? A. Water ballast.

Q. How much time had been consumed meanwhile? A. On the round voyage, sir?

Q. Yes.

8631 Mr. Baldwin: I object to that as immaterial.

Q. Answer. A. From July 2nd up to October 3rd, I think it was. I am not quite sure about that date; in the neighborhood of four months.

Q. That left two months of the charter? A. Yes, sir, two months of the charter to be completed.

Q. What use did the charterers put the ship to for that two months? A. None at all, sir; she was redelivered to the owner.

8632 Mr. Burlingham: On return to New Orleans?

The Witness: On return to New Orleans. In fact on the arrival at New Orleans it was another agency that gave me instructions; but we formally redelivered the ship from the Pan American Mail to the owner on the day after I arrived there. It was early in the morning, after breakfast that morning.

Q. On what ground, do you know? A. They had no further use for the ship.

Mr. Baldwin: Objected to as immaterial, irrelevant and incompetent. If the charterers of the boat entered into any sort of stipulation or agreement of any kind about the release of the boat that would be the best evidence. It would be immaterial from any standpoint. 8633

Q. Answer the question. A. They had no further use for her. The company I was informed was finished.

Mr. Baldwin: Ask to have it stricken out.

8634

Q. Who informed you? A. General information from people in New Orleans, agents.

Mr. Baldwin: Do you consent to have it stricken out as general information?

Mr. Spooner: Yes.

Q. Did Captain Lowry come back with you? A. Yes, sir.

Q. He was supercargo, was he, of the ship? A. Yes, sir, he was supercargo. Captain Lowry is not a nautical man; he is not a captain. 8635

Mr. Baldwin: I ask to have that stricken out.

Q. What is the last the *Inkum* had to do so far as you know with this Pan American Company? A. To my knowledge we finished at New Orleans and went to Galveston and loaded for our own line for Liverpool.

Q. Did the charterers give any reason to you for terminating the charter and returning her to the owners?

Mr. Baldwin: I object to it as immaterial, irrelevant and incompetent and not the best evidence. 8636

A. The charterers gave me no reason. There was no occasion to give me a reason.

Q. They simply redelivered? A. Simply redelivered, sir.

Q. Whom would they pay? A. The hire money?

Q. Yes. A. That was paid to the brokers, Arthur Page & Company, and forwarded to my owner in Liverpool.

Q. The brokers in New Orleans? A. The brokers in New

E CUT OFF

8637 Orleans, yes, sir; Arthur Page & Company, the brokers for the steamship owner.

Q. Is he there now? A. Still there to the best of my knowledge, sir. He is a broker in New Orleans.

Q. Give me the name and address? A. Arthur Page & Company; they are shipping brokers; I don't know their address.

Q. Was or was not the voyage a financial success to the charterers? A. I don't know that, sir.

Mr. Baldwin: I object to that as immaterial, ir-
8638 relevant and incompetent. He cannot possibly know. He said he did not talk to the charterers about their reason for terminating the charter party.

Q. You read the charter party, didn't you, or a copy of it? A. Yes, sir.

Q. And you knew what the hire was, didn't you? A. Yes, sir.

Q. You knew what the cargo was? A. Yes, sir. The exact figures of the freight, I did not get it officially, but
8639 I know what it was, and I know the voyage was impossible to be a success to them.

Mr. Montgomery: Are you speaking of the total voyage, Senator, or the voyage down?

Mr. Spooner: I am speaking of the total voyage.

Q. To what do you attribute the failure of the voyage to be a successful one?

Mr. Baldwin: I object to that as being immaterial, irrelevant and incompetent and asking for the specu-
8640 lating of this witness. It cannot possibly be within his knowledge or embrace all the facts which led to the making of the charter and what was involved, the freight they got; and a most flagrant idea of an attempt to have a witness give opinion evidence where he had not the data and could not have the data and it could not be first-hand under any circumstances.

Mr. Spooner: I object to your characterization.

Mr. Baldwin: I am speaking of the character of the question and not the person who offered it.

Q. You may answer. A. I should say, sir, that the 8641
cargo—it was badly booked in the first instance for a ship. That is, booked for the ship.

Q. That means it was badly—— A. Engaged for the ship, or booked.

Q. Explain what you mean. A. Engaged for the ship.

Mr. Baldwin: I object to this as immaterial, irrelevant and incompetent for any purpose.

A. In booking the cargo, engaging the cargo for the ship, it was an expensive cargo to handle in the different ports, 8642
we went to; there was too much time allowed for discharging a portion of it, that is, the heavy-weight portion of it, and there was big expense on the discharging of it in Buenos Ayres owing to so much dead weight being in the boat on account of the light depth of the water.

Q. What was the effect of carrying it down to Buenos Ayres and back to Rio? A. The worst of that was the ship arriving under deep draught. Of course, the ship had to proceed to Rio afterwards with it, and she got a certain amount more freight there and we intended to send 8643
her to Rio in any case, so the delay to it was in arriving at Buenos Ayres too deep for the port.

Q. There was plenty of water at Rio so that it could have been discharged there? A. If it had been possible to load it for the first port. In Rio there was plenty of water, in Buenos Ayres there is not.

Q. Then you loaded light freight on the rails from Buenos Ayres? A. General cargo; there was some wheat and——

Q. As compared to steel and iron rails it was? A. It 8644
was light in comparison to that.

Q. Where did you discharge that? A. In Rio de Janeiro, alongside the wharf.

Q. And you discharged that and then discharged the rails? A. Then discharged the rails afterwards, sir.

Q. Did the charterer furnish coal for your voyage? A. They supplied coal according to the charter party.

Mr. Baldwin: Objected to on the ground that it is not the best evidence and I ask to have it stricken out; the charter party speaks for itself.

8645 Q. That is common to all charter parties, isn't it? A. Yes, sir, the usual thing in time charters.

Mr. Baldwin: Move to have that stricken out, whether it is common, as immaterial.

Q. You have a copy of the charter party? A. No, sir; it is in our office at Liverpool.

Q. On your return to New Orleans was this steamship company, the Pan American or Mississippi or whatever it was, still engaged in business? A. There was nothing
8646 doing there, sir. They were finished as far as I was told; finished altogether.

Mr. Baldwin: Ask to have it stricken out as far as he was told. How could he possibly know whether they finished business or not. They chartered only one ship.

The Witness: I was told by the steamship agents.

Mr. Baldwin: Move to have stricken out what he was told.

8647 Q. Did they close this charter party with you, or with the owners? A. They redelivered the ship to me on account of the owners, yes, sir. They redelivered and I accepted the ship back on the owners' account.

Q. Who redelivered it? A. Mr. Porch.

Q. He was the president of the Company, was he? A. President of the Company.

Q. Did he give any reason for redelivering it? A. Not to me, sir.

Q. Do you know whether the other ship—had they chartered other ships?
8648

Mr. Baldwin: Objected to as immaterial; how could he know excepting by hearsay?

Q. I ask you if you knew? A. I knew. I saw the next ship's name on the list in Buenos Ayres as due there, on her way there, and the time she was due and for the same company, the Pan American Mail. The ships were reported on the same sheet in the office of Allis & Bell in Buenos Ayres.

Mr. Baldwin: Ask to have that all stricken out as hearsay evidence. 8649

Q. Is that a record that is universally kept?

Mr. Baldwin: Objected to that as immaterial.

A. Yes, in every steamship firm, yes, sir. They always record these vessels at the time they are due and the firm they belong to.

Mr. Baldwin: Ask to have it stricken out. 8650

Q. Is that public? A. Yes, sir.

Q. For general information? A. Public information. To save enquiry.

Q. That is a custom of the business, is it? A. Yes, sir.

Q. All over the world? A. All over the world, sir.

New York, March 16, 1914.

Hearing resumed pursuant to adjournment. 8651

SAME APPEARANCES.

THOMAS MURPHY Cross-Examined.

By Mr. Baldwin:

Q. Captain Murphy, when did you arrive in this country this time? A. I arrived with the *Mauretania* on Friday Morning.

Q. Where is your ship the *Inkum?* A. The ship *Inkum* I left at Liverpool. 8652

Q. Did you come over here on purpose to testify in this case? A. Yes, sir.

Q. Under whose instructions? A. My owner's instructions.

Q. Who are the owners of the *Inkum?* A. J. H. Welsford.

Q. What instructions did he give you? A. He gave me instructions that I was to come out here to give information regarding the voyage.

GE CUT OFF

8653 Q. Concerning this voyage you testified to? A. Yes.

Q. Do you know who paid your expenses? A. I paid my own up to the present time, sir. As far as I am concerned the owners pay my way.

Q. Do you know whether or not that this arrangement of your coming here was made by your owners with the Hamburg-American Line or the Hamburg-South American Line? A. I could not say, sir; not to my knowledge.

Q. When were you first informed that you should come out here as a witness? A. I only arrived in Liverpool
8654 and left on the following Saturday.

Q. You arrived in Liverpool on what date? A. I arrived in Liverpool on the Sunday previous to sailing; a fortnight yesterday.

Q. And on the following day you say you left? A. No, I left on the following Saturday by the *Mauretania*.

Q. You were not served with any process or any papers telling you to come here that you know of, do you? A. No, no papers concerning this, sir.

Q. Is this boat, the *Inkum*, operated under what is
8655 known as the Indra Line? A. No, sir; Gulf Transport Line of Liverpool.

Q. Is it connected with any joint line? A. Not to my knowledge.

Q. Just does a tramp business? A. We have been in the Galveston service, in the cotton service.

Q. On what line? A. Our own line, sir. We are the same as the Harrison & Leyland Line of Liverpool.

Q. Are you operating under any conference? A. Not to my knowledge. I understand Mr. Welford is a cotton man, that he has a certain amount of cotton to take from
8656 Galveston every year.

Q. You don't know what the conditions were that brought about your being sent over here to testify at the expense of the owner of that boat? A. No, sir, I don't know anything inside, only that I was sent across to give testimony on this case.

Q. Was nothing said to you over there why you were to come and who was to ultimately pay the expense of your coming from Liverpool here to testify, and then your expense back? A. I particularly was sent out by my owner's orders as far as I am concerned.

Q. I am not asking you that. Was anything said to you 8657
by the owners, or the president of the line, Mr. Porch, why it was that you, not connected—the owner of your ship not connected—with any of the defendants in this case, should have you come on from Liverpool here and testify at the expense necessary to bring you here and take you back? A. No, sir.

Q. Nothing said about that? A. No, sir, not to me.

Q. What relation does this boat, the *Inkum*, have with the Harrison or the Leyland Line? A. I don't know that there is any relation. That they are connected in any way, 8658
only that we are in the office at Galveston and we use the same stevedore.

Q. In the same office? You mean the same broker? A. The same agency.

Q. Do you have the same agency in Liverpool? A. No, sir; their own offices in Liverpool.

Q. Do you know whether or not that they had any relation between them as to rates that they charge for cotton from Galveston to the United Kingdom or other ports? A. No, sir; I am in no position to see that. We don't get 8659
rates as a rule.

Q. The rates are always the same between your line and the Leyland and Harrison Line, aren't they? A. I should think so, sir.

Q. How long had you been the master of the *Inkum* before it was chartered to this Pan American Mail Steamship Company? A. I was promoted master on January first and on June first I sailed from Liverpool.

Q. And prior to that time you had been the first officer? A. Yes, officer on the same ship.

Q. How old was that boat? A. She will be thirteen years 8660
old in August; twelve years old last August.

Q. What is her capacity? A. She is 8300.

Q. How many decks? A. Three decks, sir.

Q. She is generally equipped, is she not, to do general cargo or merchandise business? A. Yes, sir.

Q. And as well equipped as most ships of that age and that size? A. Yes, sir, in good order; good condition.

Q. In other words, she could take general cargo just as well as any other ship? A. Yes.

GE CUT OFF

8661 Q. Carry rails or petroleum or natural products just as well as any other ship? A. As well as any other ship.

Q. Could carry cotton just as well as any other ship? A. Yes, carry any cargo, sir.

Q. Now, when you first arrived in New Orleans you say you had a talk with Mr. Porch? A. Mr. Porch met us at the Point, sir, and he had a party on board.

Q. Did you meet Mr. Lowry at the same time? A. No, sir. When I arrived alongside of the wharf I met Mr. Lowry.

8662 Q. But you had all your negotiations for the loading of the boat, or the talk you had was with Mr. Porch and not with Mr. Lowry? A. In the first instance with Mr. Lowry, sir.

Q. You testified on Saturday it was Mr. Porch that wanted to have the rails loaded on the top of what the Senator called "the light cargo," that is right, isn't it? A. Yes, sir.

Q. Mr. Lowry nor the stevedores suggested to do that? A. It was Mr. Porch's orders through them.

8663 Q. You say Mr. Porch's orders through them; how do you know that Mr. Porch gave them such orders? A. Because Mr. Lowry and myself went to Mr. Porch's residence in the evening to save time and interviewed him and discussed the situation with him, and then he ordered the order of the ports changed. We went to Mr. Porch's private residence and discussed this thing with him and then he altered the order of the ports.

Q. You mean by that the ports of call? A. Yes, sir.

Q. You and Mr. Lowry were of the same mind, that you had to put your heavy cargo in the lower hold? A. Yes,

8664 sir.

Q. And Mr. Porch, not being a man who had the requisite experience, he thought to the contrary, is that right? A. That is true, sir.

Q. And you and Mr. Lowry, you being a mariner and Mr. Lowry having had more or less experience as a shipper, both knew that could not be done? A. That is true, sir.

Q. You knew, did you not, that this ship was to be used by the Pan American Mail to carry cargo of all kinds and

descriptions from New Orleans to such South American 8665
ports as they could get merchandise to carry; you knew that, didn't you? A. We were prepared for any cargo.

Q. You knew that was the purpose and intent, didn't you? A. Yes.

Q. In other words, that it was not simply to carry cargo to Rio de Janeiro? A. I don't quite understand that.

Q. You knew that this vessel was chartered to carry merchandise to any South American port that the charterers could get cargo for? A. Yes, sir.

Q. You knew that, didn't you? A. Yes, sir. 8666

Q. I don't mean North Brazil, but from South Brazilian ports and the Argentines, the River Plate? A. Yes.

Q. You knew they were trying to get cargo for both the Brazils and River Plate, did you? A. For any ports she could safely go, with water to go into.

Q. In this conversation with Mr. Porch you understood, did you not, that he had already booked some heavy cargo, that is, the tramway rails for Rio? A. Yes.

Q. And that he also had booked a large amount of general cargo for the River Plate? A. Yes, sir.

Q. You knew that? A. Yes. 8667

Q. So then in order to carry the cargo for which the boats had made commitments, or the company had made commitments, was simply a question of how you could stow it to the best advantage? A. Yes, it was the best of his advantage in this instance.

Q. You say you discussed what would be the best way to stow it and it was your opinion and Lowry's opinion that you ought to put the rails, being the heavy cargo, in the hold and put the lighter cargo on top of that? A. That was the only way to do it. 8668

Q. And you both insisted on that? A. Yes, sir.

Q. But you well knew at that time that this boat—that it had commitments for a large amount of cargo to the Argentines, didn't you; you knew that too at that time? A. Yes.

Q. And therefore, it was necessary for this boat to get it down there? A. Yes, sir.

Q. Now, do you know how much the rails, amount of tons, the rails amounted to? A. Between 2,600 and 2,700 tons; in the neighborhood of that.

CUT OFF

8669 Q. What was the balance of the capacity; how was that filled? A. It was filled with measurement cargo.

Q. What kind? A. Agricultural implements and general cargo.

Q. There was petroleum too, was there not? A. No, I don't think we had any petroleum.

Q. Are you sure of that? A. I am pretty sure. I don't think we had any oil; but I couldn't exactly swear to it. It might have been a small thing, but I don't recollect that.

8670 Q. Wasn't there 75 tons of lubricating oil? A. Yes, that is in casks, yes.

Q. I called it petroleum? A. It is of a different nature, sir.

Q. You had 497 tons of barrel shooks, didn't you? A. Yes, sir.

Q. What are barrel shooks? A. They are the staves for barrels made up in bundles.

Q. They were intended for Bue[illegible]? A. Yes.

Q. And the lubricating oil for [illegible]es? A. That was for Rio, if I am not mist

8671 Q. There were 44,000 cu[illegible] of box shooks too, weren't there? A. Yes.

Q Where were they intended for? A. Buenos Ayres.

Q. And 455,000 superficial feet of lumber, were there not? A. For Buenos Ayres too, sir.

Q. For Buenos Ayres? A. To the best of my knowledge, yes, sir.

Q. There was 165,000 cubic feet of agricultural machinery? A. That was Buenos Ayres, sir.

Q. And 1,550 cubic feet of machinery, general miscel-
8672 laneous, where was that for? A. Buenos Ayres again, sir.

Q. And 5,204 cubic feet of tobacco? A. Buenos Ayres.

Q. So that the only thing that was intended for Rio were the 2,660 tons of rails? A. Yes, sir, and the oil, or a portion of it.

Q. Not all of the oil? A. A portion of it. I cannot swear to figures now; it is too far back.

Q. Now, you say that in loading this, that going to Buenos Ayres first, that the boat was loaded too deep, is that right? A. Yes, too deep draught.

Q. Do you know what rates were paid by the shippers 8673
of the rails, what rate they paid? A. No; I was told by Mr. Lowry the total freight on the ship, but I don't know what rate.

Q. You know that there— A. In the neighborhood of $55,000.

Q. But the rail cargo brought less money for the space it occupied than the general cargo, didn't it? A. It stows in smaller space.

Q. But it gets a very much less rate as a rule? A. I should imagine so.

Q. So taking all things into consideration the cargo for 8674
Buenos Ayres was much more valuable than the cargo of rails that was going to Rio? A. I should imagine so, yes, sir.

Q. Now, in any event, the ship went out about full, didn't it? A. Yes, sir.

Q. And as a practical mariner you realized it was always good business to have your space well occupied? A. That is quite true, sir, but, of course, it can be, or the ship can be full and yet with better results.

Q. But if you had booked the rails you had to take them, 8675
didn't you; you were going to take them? A. Because they were booked to go on the ship.

Q. If the value of the cargo that went to Buenos Ayres was greater than the value of the cargo that was going to Rio it was a matter of good business, wasn't it, to load it so that the light cargo would go the correct way and go to Buenos Ayres first, wouldn't it? A. That would have had to be done in any case; the heavy would have to go below.

Q. Yes, then it would be the natural thing in order to 8676
fulfil this contract with the shippers to go to Buenos Ayres first, because it would not have been a practical thing to put the rails above the light cargo? A. But it was booked to the best of my knowledge to go to Rio first in the first instance.

Q. Did you see the booking yourself to know whether it was to go first? A. I was told by Mr. Porch at his residence that was the way it was intended.

E CUT OFF

8677 Q. Then whether or not because that they went by way of Buenos Ayres that it made any loss to the shippers you don't know, do you? A. Yes, sir.

Q. You do know? A. Yes, by the detention.

Q. Do you know whether or not there was any demurrage against the ship at all, or any claims, because it went by way of Buenos Ayres? A. The ship is on time charter.

Q. I am asking you about the shippers, not the owners of the vessel but the charterers? A. I know nothing about demurrage, sir.

8678 Q. That is what I want to know; you don't know what agreement the charterer, the Pan American Mail had with the shippers of the iron as to whether or not if it did not go through direct to Rio they made claim for damages for going back? A. No, sir, I am not speaking of loss that way.

Q. Your only point is that because you had to come this additional distance? A. No, sir, because the ship arrived there at a draught that is not usual for the port and naturally the detention and expense.

8679 Q. But any boat of that burden that goes to Buenos Ayres and loaded full would be in the same situation, wouldn't it; it would have to have a lighter between it and the dock? A. No; that don't usually run that way.

Q. Isn't that the way you testified happened to the *Inkum?* A. Yes; with the *Inkum* we had to use lighters alongside.

Q. Between you and the dock? A. Yes.

Q. In other words, you used lighters as a sort of platform, didn't you, for passing the cargo? A. Over to shore, yes, sir.

8680 Q. And the unloading as done by the regular stevedores there, wasn't it? A. Yes, the stevedores appointed by the agents, Allis & Bell.

Q. And the same stevedores that those agents used for all ships that come in there? A. By a stevedore company in the port, in Buenos Ayres.

Q. All ships are unloaded there like any other place, by stevedores, aren't they? A. Yes, by stevedores.

Q. And as you gradually got the cargo that was to go to Buenos Ayres out of the boat why the draught of the ves-

sel lightened and you were able then to come right up— 8681
warp right up—to the—— A. After several days we went alongside, yes, sir.

Q. You were unloading all this time, weren't you? A. Yes, but slower than usual, because the cargo was landed by lighter and discharged from the lighter ashore again.

Q. How much of all the miscellaneous cargo that was booked for Buenos Ayres was taken out before you were able to warp up directly to the dock? A. I could not give you exact figures on that, sir; but we were about three or four days before we got alongside of it. 8682

Q. I understood you to testify Saturday there was no demurrage of any kind that you knew of? A. That was in Rio de Janeiro.

Q. You don't know of any demurrage in the other place, do you? A. Not in the other place, but she was a long time in discharging and expensive.

Q. What is the actual draught of the *Inkum* when she is loaded to her marks? A. The actual draught in salt water ports would be 26. 11½; that is, mean draught.

Q. What was she loaded to when she went down? A. 8683
She was loaded in New Orleans in fresh water and that is another seven inches on top of that, and on leaving New Orleans she was 28 I should say or 26 something, but made out an even draught of 27 feet something.

Q. What would be your mean draught after you had arrived at Buenos Ayres and had consumed the coal in your bunkers? A. I cannot remember the mean draught; her deepest draught astern was 25 foot 6.

Q. When you got there? A. When we got there.

Q. What was the draught, say, at the place where you berthed? A. At times different; on the whole about 22 8684
feet, excepting on high tides.

Q. Then you did not warp it in at high tide but let it go down in the mud? A. We warped her in first, but we got to get alongside.

Q. You did not get in at high tide? A. We did get in on high tide, but the water was dropping as we got in the dock.

Q. So you could not take advantage of that? A. No.

Q. Then at the first high tide you could have gotten right

CUT OFF

8685 up to the dock? A. Yes, but that was some time after. The tide is influenced by the wind and it is not a daily occurrence. Ships there have been known to wait three weeks.

Q. What do you mean by high tide? Don't you mean the usual daily difference in the tide, high and low? A. No; that does not apply there.

Q. Do you mean to say they would not have this depth of water on the average high tide? A. No; not daily tides.

Q. You wouldn't have it? A. No, sir.

8686 Q. As a matter of fact you did not have to wait two or three weeks for a high tide? A. We were fortunate when we arrived. We were detained I think two days and on Sunday morning the tide came up.

Q. Where were you detained? A. In the channel, about 15 or 20 miles above there.

Q. That had nothing to do with the loading, did it? A. No, only to the deep draught, that is all.

Q. You would have been detained just the same if you had gotten there with a less draught, wouldn't you? A. No, sir. The ordinary draught of that port is about 22

8687 feet and then they don't get much detention at that. As a usual thing you come right into there.

Q. Are you sure about that? A. Yes, sir.

Q. How many times had you been to Buenos Ayres before? A. I have not had much experience, but I got information regarding the port.

Q. Had you been there before? A. Once before myself, on the River Plate.

Q. How long before was this? A. Some years before when I was there.

8688 Q. Then this information with reference to what you could do in that port was not from any personal experience of your own, but information you derived from others, is that right? A. From charts, looking at the charts and other information at the port.

Q. Will you say that you were more than three days in unloading there, that is, before you were able to warp up directly to the dock? A. I could not swear exactly to a day, but in the neighborhood of three or four days before we got alongside.

Q. You took out then all this cargo that we have enu- 8689
merated this morning that was to be delivered at Buenos Ayres? A. Yes.

Q. Did you take any cargo on there for Rio from there? A. Yes, sir; 2,220 tons, in the neighborhood of that.

Q. And that was to be delivered where? A. Rio de Janeiro.

Q. Do you know at what rate that was taken? A. No, I don't know the rate, sir.

Q. What did it consist of? A. It was wheat and tallow and hay.

8690

Q. Are you familiar with the draught of the boats that go to Buenos generally? A. Yes, through trading there, shipmasters, friends of mine.

Q. Is it an uncommon thing for a boat the size of the *Inkum* and with that draught to go to Buenos Ayres? A. They don't usually send them there on that draught.

Q. From where do you get that information? A. From the shipmasters in the trade.

Q. What ones have you enquired of? A. I enquired from several in New Orleans before I went on that run.

8691

Q. Who were the several? A. One was the master of the ship called the *Franklin* and the other one was the master of one of the Lamport & Holt boats, I forget her name.

Q. Do you know whether or not any of the Prince Line or the Lamport & Holt Line or the Hamburg-American Line go into Buenos Ayres with full cargo? A. They do occasionally, sir, but they have got to take their chances.

Q. What are the size of boats that go from Europe into that port; how do they compare with the *Inkum* in size and draught? A. They are big boats, but they don't load them deep; they take measurement cargo.

8692

Q. You mean to say that you know of your own knowledge that those lines that run from the Continent of Europe and the United Kingdom to the River Plate are so arranged for their traffic that they do not load their boats to the capacity to go to Buenos Ayres? A. Usually from Europe the Lamport & Holt and Prince Line load and discharge a portion of their cargo in Rio and lighten them up before they go down to the River Plate.

E CUT OFF

8693 Q. Do you know whether that is the same as is done by the Houston Line? A. There is the Houston and several other lines that run straight down there.

Q. Do you mean to say they do not go down with full cargo? A. They discharge at Montevideo to lighten them up.

Q. Do you know whether they do or do not go direct to Buenos Ayres and not discharge their cargo before they get there? A. There is an occasional one.

Q. Where do you get your knowledge of what the Hous-
8694 ton Line does and the Norton Line; do you know what they do? A. The Norton Line, they go down and discharge at the port of Montevideo, too.

Q. Do you know that the lighter boats do? A. I wouldn't say that all of them do, because I don't know. I know some of them. I know the masters——

Q. Where do you get your information of what the Houston and Norton Lines do in their traffic? A. By discussing it with different masters.

Q. Of the Norton and Houston Line? A. Yes, sir.

Q. You know now it is the policy of those two companies
8695 not to send their boats into Buenos Ayres with full cargoes? A. As a rule, sir, they do not send full cargoes.

Q. And you know that yourself? A. Yes, sir, I have been told by the masters and have no reason to doubt it.

Q. I am asking you whether you know it to be a fact, whether it is the policy of the company? A. It is on account of the water in the port.

Q. If you can get in with 22 feet at any time do you mean to say that precludes the lines that do a direct business, like the Norton and Houston Lines to send their boats
8696 down there and wait for proper depth of water or to lighter? A. No, sir, they mostly discharge a portion at Montevideo, where there is deeper water, and then go up to Buenos Ayres.

Q. How many masters of the Norton Line have you talked with to know how they do their business? A. I know one man particularly well, sir, and——

Q. How many others have you talked with? A. I have talked with many of them during the course of my lifetime.

Q. You say you have not been down in that trade but once before? A. No, sir, but we meet them home and then I discuss the thing, particularly on this case when I knew I was going down there. 8697

Q. But you did not discuss these with anybody connected with the Norton and Houston Lines, did you? A. Not at that time, sir, but I have discussed it since.

Q. Now, you just name within two years any person connected with the Norton and Houston Lines that you have discussed with this question of how they sent their boats or where they unloaded their boats? A. I discussed it with one man I know in the trade at present, Captain Roberts of the *Anchor*. 8698

Q. When did you discuss it with him? A. I cannot recall just when I discussed it with him; sometime ago I discussed it with him. I was discussing it with him recently. I asked the other day what draught they went down there.

Q. Did you go to have a talk with him to see whether or not that the facts were as you testified to on Saturday about boats going to that port? A. No, sir, I discussed nothing about anything like that.

Q. And he told you—what line is he, the Houston or the Norton Line? A. Norton Line. 8699

Q. Did he tell you their boats made it a practice of unloading at Montevideo? A. Yes, sir, he told me they usually discharge at Montevideo, discussing his line and the trade they were in.

Q. Who of the Houston Line have you talked with? A. I could not recall any master's name at present; I have known several of them there in the trade.

Q. You say that the boats frequently stay out three weeks? A. Yes, sir. 8700

Q. What boats are they and to whom do they belong? A. There was one Lamport & Holt held up there for three weeks.

Q. Because she was too deep to get in? A. She was too deep in that instance.

Q. What other boats do you now recall that were hung up for three weeks? A. I cannot recall the names—not to swear to it.

Q. You know that frequently happens, is that it? A. It happens occasionally. I was told that.

8701 Q. Do you know the names or owners of any other boats that were hung up there for three weeks? A. No, I don't recall names. That is the general impression of the port that I was enquiring when I was down there.

Q. When the boat arrived at Rio de Janeiro did you discharge the cargo that you had on at Buenos Ayres, this hay? A. We discharged that alongside of the wharf, sir.

Q. You received the pay for the freight for carrying that to Buenos Ayres? A. I should presume they did, Allis & Bell in Buenos Ayres.

8702 Q. Do you know how much it amounted to? A. No, I don't know.

Q. It amounted to quite a little, didn't it? Do you know how much it amounted to? A. No, sir.

Q. It amounted to somewhere in the neighborhood of $10,000, did it? A. I shouldn't think it would go to that on a five day voyage; I don't know, though.

Q. It was quite a large sum, was it? A. The freight I have no knowledge of—the amount of freight.

Q. Do you know of your own knowledge what the rate was for the hire of the *Inkum?* A. Yes, sir.

8703 Q. How much per ton? A. She was on a fixed sum, a lump sum, 2,700 pounds per month.

Q. Was that based on so much per ton? A. I don't know what the charter party was based on; it was on the total ship; so much for the month.

Q. How long did you remain at Rio? A. 22 days near there.

Q. It did not take you very long to unload the cargo at Rio, did it? A. It took us most of that time. You see, the Sundays and holidays there are excepted, and there are a

8704 few holidays in between and the balance of the time we were working all the time.

Q. You mean it took seventeen days to unload 2,660 tons of rail and the general cargo of potatoes, tallow, hay and wheat at Rio? A. It took us all the time barring the holidays. One or two holidays came in between.

Q. Who was doing the unloading? A. The stevedores, through the agents.

Q. I suppose the regular stevedores? A. They were regular stevedores, yes, sir.

Q. How do they do there? Do you tie up to a dock? A. 8705
In discharging the general cargo we were at the dock, and the rails we were out at anchor discharging into lighters; that is the customary way.

Q. You were not down to your marks at all when you got to Rio, were you? A. Oh, no, sir.

Q. Is there any reason why you should discharge the rails upon lighters? A. That is the usual way to discharge them; the custom of the port on rails.

Q. Then there was no delay at Rio that you know of that was occasioned by the nature of the cargo in unloading? A. 8706
No, there was no demurrage on it, sir.

Q. You say when you mean demurrage, there was no delay that was occasioned by unloading, it was unloaded like any other vessel that would have a cargo of that nature? A. Yes, unless they put in the booking that they wanted a bigger amount unloaded per day. We were tied to 200 tons a day, and that was all they took out of us and that is all they would take out of us.

Q. You mean to say the stevedore wouldn't take any more? A. No, the receivers of the iron.

Q. The people that owned the iron? A. Yes, sir. 8707

Q. They would not take it out? That only applied, of course, to their own particular commodity; that did not apply at all to the general cargo that you had taken up from Buenos Ayres? A. No, sir, that was only in the rails.

Q. And that went out very rapidly I suppose at the dock? A. It went out faster than the rails.

Q. As a matter of fact, the unloading down there is slow always, is it not, due to holidays and all kinds of conditions? A. Holidays are common to all ships, unless you make the charter parties otherwise, but they very seldom 8708
do that there.

Q. Do you know why it was that the consignees of the iron rails and the iron or whatever you call it would only take 200 tons a day? A. Because that is all they booked themselves to take in their bills of lading.

Q. Are you sure it was fixed in the bill of lading? A. Yes; we had the bills of lading on board and the rate was 200 tons per day or in the neighborhood of that.

Q. After the boat arrived, is that right? A. We carried bills of lading with us.

E CUT OFF

8709 Q. I know, but in the bills of lading it was stated after you arrived you were to deliver at the rate of 200 tons a day? A. Yes, at the rate of 200 tons on working days.

Q. Have you a copy of one of those bills of lading with you? A. No, sir, I don't keep those. The copies we had were given up to the consignees.

Q. Do you know whether or not that Mr. Lowry or the agents made an effort with the consignees to accept faster than 200 tons a day? A. Yes, we tried that, but they wouldn't do it.

8710 Q. You did try that, did you? A. Yes; they wouldn't do it; they were bound by their contract and we could not control them.

Q. In other words, the agents and Mr. Lowry made all the effort they could to get them to take it faster? A. Yes, sir.

Q. And they said they wouldn't do it because they were bound by the bills of lading to take it at 200 tons a day? A. Yes.

Q. In other words, they insisted upon a strict interpre-
8711 tation of their rights under the bill of lading? A. Which they usually do, unless it suits them to take it.

Q. Then, this provision limiting the amount of delivery per day is usually in all of those bills of lading for heavy cargo? A. They always try to get it.

Q. It is a quite general practice, isn't it? A. It is a general practice, yes, sir.

Q. Do you know of any influence that was used upon the consignees down there by any person so they would not consent to take more than 200 tons a day? A. No, sir, I don't know of any influence.

8712 Q. Did you hear that discussed at all? A. No, sir, nothing at all.

Q. When you left Rio de Janeiro you then started with ballast, didn't you? A. Yes, sir.

Q. And you had no coffee? A. We had nothing, sir; water ballast.

Q. You tried to get it, didn't you? A. I presume they did, sir, but finally Mr. Lowry and the agents they had an offer or, at least, both Lowry and the agents told me they had an offer to sublet the ship to the Austrian Line.

Q. I am asking about what was done about endeavoring 8713
to get cargo back from Rio to New Orleans? A. We had none for New Orleans.

Q. You know you were trying to get it, don't you? A. Yes, sir.

Q. You were trying to get coffee? A. Yes, I presume so.

Q. And you know, don't you, that the coffee constitutes the bulk of exports from Rio to the United States; you know that, don't you? A. Yes, mostly coffee.

Q. You know Mr. Lowry was very active trying to get 8714
coffee cargo back so as to make the voyage a profitable one? A. I presume the agents were working for the cargo.

Q. Mr. Lowry was, too, wasn't he? A. Yes, I suppose he was. But still the agents I should imagine had a little more weight than Mr. Lowry.

Q. Do you know that the agents were quite diligent in endeavoring to get a cargo of coffee back, or any other cargo? A. I know they were trying to get a cargo, yes, sir.

Q. Where did you spend most of your time when you 8715
were in Rio? A. All the time, sir?

Q. Yes. A. About the offices.

Q. Were you at the office of the agents very much? A. Yes, I was pretty often there; almost every day.

Q. Did you ever hear any discussion there between the agents and coffee shippers about getting a cargo of coffee for the boat? A. No, there was no coffee shippers to my knowledge in the office.

Q. I mean were you present at any conversation between the agents and— A. No, sir, only between Mr. Lowry and the agents and myself. We were discussing 8716
things, that is all.

Q. You discussed it between yourselves, I suppose why it was you were unable to get a cargo back? A. No; I was discussing about what we would be doing. It was my business to find out what they were doing about the ship.

Q. In other words, you knew they were unable to get a cargo and then, as master of the ship, it was of interest to you to ascertain what was to be done with the ship? A. That was as far as my business was and I enquired.

8717 Q. The amount of the cargo from Buenos Ayres to Rio aggregated about 2,300 or 2,400 tons, didn't it? A. 2,200 and something to the best of my knowledge; 2,220 I think it was.

Q. 2246 to be exact? A. Yes, well?

Q. And you don't know at what rate that merchandise was carried? A. No, I did not get the rate, sir.

Q. Do you know what the rate was down which was charged by the Pan American Mail for the steel rails per ton? A. No, I don't know the rates on the different things.

8718 Q. Do you know whether or not that the average per ton charged for merchandise from Buenos Ayres to Rio was in excess of that of the whole amount charged for delivering the rails down from New Orleans to Rio?

Mr. Burlingham: I object on the ground that he has already stated he doesn't know.

A. I don't know the rates, sir. I cannot say.

Q. Now, when you testified then on Saturday that the voyage down was not a paying voyage you meant to say—

8719 did you mean to say that, that you had any knowledge of what returns the company got for the cargo which they carried to Buenos Ayres and from Buenos Ayres to Rio? A. Through Mr. Lowry I was told the total freight on the passage down.

Q. What did he tell you? A. He told me about $55,000—was the figures he gave me.

Q. Wasn't it $65,000? A. $55,000 he told me.

Q. $55,000 down? A. Yes, sir.

Q. Down to Buenos Ayres? A. Down to Buenos Ayres, yes sir.

8720 Q. Do you know how much the vessel realized for carrying the stuff that it loaded at Buenos Ayres and delivered at Rio? A. I don't know the exact figures, no, sir, but——

Q. Do you know whether or not that the total amount of revenue received by the boat up until the time you started from Rio to New Orleans was over $65,000? A. I should have allowed that.

Q. About that? A. Yes, sir.

Q. Assuming that it was about that on your general information? A. Yes, sir.

Q. You take it that the voyage could not have been a success at that rate? A. No, sir, it could not, sir. 8721

Q. What would be your opinion—since you have been asked your opinion heretofore—as to whether or not it would have been a success if they could have had a full or a fairly full cargo of coffee back to New Orleans? A. Well, that would depend on the freight, sir, and I am not in a position to say that.

Q. At the current rates that were then prevailing? A. I could not say.

Q. From 40c. to 45c. per bag? A. Well, I suppose if the ship got a full cargo of coffee it would make a difference in it. 8722

Q. I am asking you assuming that she had a revenue as a result of her voyage from New Orleans up to Rio of $65,000 and she could have gotten a fairly successful cargo—I mean fairly full cargo—of coffee back to New Orleans at 40c. to 45c. a bag, wouldn't it have been a profitable venture so far as you know? A. She would probably have about cleared herself.

Q. She would at least have cleared herself? A. Yes, if she had got it. She would have just about cleared herself. 8723

Q. You would call that a pretty good start, wouldn't you, if it cleared itself then under those circumstances?

Mr. Spooner: I object to that as not proper cross-examination.

A. Well, I don't know what I would call it.

Q. In answer to a question of Senator Spooner on Saturday, you said in answer to a question about the result of the voyage, the success of the voyage, you said that the cargo was badly booked in the first instance? A. Yes, sir. 8724

Q. Did you mean by that because Mr. Porch had stipulated that the rails should be delivered on the way down at Rio? A. Yes. I mean that he had no idea of shipping cargo—of loading a steamer.

Q. Whether or not that it was a proper booking would depend very largely, would it not, upon the rates that the carrier or the charterer was to get, and whether or not that he thought that he could get return cargoes from Rio

8733 Q. How do you know that, you say you don't know what it was? A. I was talking to them in the office and asking about the freight——

Q. I asked you before whether or not that as the result of that the company did not receive over $10,000—— A. I don't know any figures, sir; I told you that.

Q. You practically don't know anything about it, do you? A. I don't know the freight, no, sir.

Mr. Spooner: When you say freight you mean figures?

8734 The Witness: Yes, sir.

Q. There was no demurrage by reason of the fact that the rails were not delivered directly at Rio on the way down, was there? A. No.

Q. No loss of any kind there so far as you know? A. Only the loss of the ship's detention under the charter.

Q. That is to say only the charter money? A. Yes, sir.

Q. That is the only loss there possibly could be? A. Just loss to the charterer in detention.

8735 Q. And the loss at Buenos Ayres would be the extra cost of stevedoring freight to these lighters for three days? A. Three or four days, and the detention.

Q. According to you that was the only detention that took place, because you were very fortunate in striking a proper tide so that you could get close to the dock, excepting you had to have a lighter between? A. We were detained 18 hours outside in the first instance and then we were about 24 hours——

Q. You would have been in the same place if you had only been down 22 feet, wouldn't you? A. No, sir; there
8736 was water enough to carry boats drawing 22 feet; boats drawing 20 feet went past us and went on to the port.

Q. Your idea was if they had been only loaded down to 22 feet? A. Yes, for that port.

Q. You know there was three other vessels that were chartered by the same lines, didn't you? A. I knew there was three others, the *Corona*——

Q. Did you know when they started? A. The *Corona* to the best of my knowledge was about a month after us.

Q. They were despatched, these other three boats, a month apart, weren't they? A. The third boat was not despatched at all. 8737

Q. There were two despatched? A. Two despatched, yes, sir.

Q. Do you know what effort was made by the agents or Mr. Lowry to get cargo at Santos? A. I cannot tell any particular business with regard to that.

Q. You know they did make an effort, don't you? A. I know they were trying to get cargo. I was told so through them.

Q. Captain, this ship could have gotten cargo at Buenos Ayres or Santos, couldn't it, a large amount of hay and grain? A. There was some discussion about that, sir, but Mr. Lowry would not take it; he thought it was not a paying proposition. 8738

Q. It was not a paying proposition because he found out he could not get any cargo from Santos up, wasn't that it? A. He didn't know at that time, sir. He wasn't with the agents.

Q. Hadn't he received any message of any kind? A. He may have had messages, but they were still in hopes that there would be something for them; they might get something. 8739

Q. There was no assurance whatsoever up to that time anyhow that they would get any cargo at Santos? A. There was nothing assured; nothing settled, and it meant expense to have two ports, which would have been a loss of more money.

RE-DIRECT EXAMINATION by Mr. Spooner:

Q. Who owns the *Inkum?* A. She is owned by the Gulf Transport Line, J. H. Welsford & Company is manager. It is listed as the Gulf Transport Line I understand. 8740

Q. How long had she been in the business; how old was she? A. Twelve years old last August, sir.

Q. How long have you been Captain of her? A. Since January, 1912, sir.

Q. Has she always been subject to charter? A. Not always, sir. Sometimes on our own line, but we have been on several charters with her at different times.

GE CUT OFF

8741 Q. It is a custom, isn't it, among Captains whose ships are liable to go to different ports, to enquire of other Captains who have visited those ports of the nature of the harbor? A. Oh, yes, that is quite customary; especially if you have any idea of going in the trade or seeking knowledge. It depends on the man. Personally, I discuss the new port always with a shipman who knows anything about it.

Q. Whom did you talk with after you got back from New Orleans about the voyage and other matters connected
8742 with the business? A. When I arrived back in New Orleans the ship was put into the hands of Ross & Heyn. They are owners of the *Helen of Belfast,* and I had a letter of instruction from them saying that they are acting for the ship——

Mr. Baldwin: I object to any statement that they made or whom they acted for, or what they were agents for.

Q. Go ahead. A. We were to bunker and proceed down
8743 to Galveston.

Q. You talked with Captain Lowry after you got back to New Orleans? A. He was in the ship and we arrived in the morning, you see, and just after breakfast that morning he left and that was the last I saw of him.

Q. You didn't talk to him after you reached New Orleans? A. No, sir, he was gone.

Q. Did you talk to Mr. Porch? A. I was with Mr. Porch. We turned over the ship—he redelivered and I accepted the ship back on the owner's account from him.

8744 Q. Any conversation between you as to whether the company would continue in business or not or had quit? A. No; he gave me no reason, because that had already been settled between the owners. I had my instructions from the owners.

Q. Do you remember whether or not the charters of the other two ships have been cancelled? A. I heard so, sir.

Mr. Baldwin: I object and ask to have it stricken out—"he heard so."

Q. From whom? A. From the people in New Orleans. 8745
Q. What people, agents? A. Ross & Heyn and several others I was taking to——

Mr. Baldwin: I ask to have it all stricken out as immaterial, irrelevant and incompetent and hearsay evidence on the face of it.

Q. Did you talk with the agents? A. Our agents, sir, Ross & Heyn?
Q. Yes. A. Oh, yes, I was talking with them. It was generally known that the company was gone. 8746

Mr. Baldwin: I ask to have that stricken out—"that it was generally known."

The Witness: That it was finished.

Q. What caused the delay at Buenos Ayres? You may state that again, if you will? A. On account of the deep draught, the detention and the extra expense in discharging.
Q. And that is imputable to your having the rails? A. Having the amount of rails on the ship, the weight of the 8747 cargo that was loaded for that port, the deep draught principally.
Q. You unloaded at the start over a lighter in Buenos Ayres? A. Yes; we had two large lighters alongside, sir.

Mr. Baldwin: You mean between the side of the boat and the dock?

The Witness: Between the ship and the dock, for the purpose of landing the cargo. A lot of cargo was landed on the lighter and taken from the lighter again on to the shore, double handling, in- 8748 stead of single handling, as if the ship was alongside, and entailed more labor and expense.

Q. And took more time? A. More time, more labor and expense, sir.
Q. Did the cargo of rails, or the fact that you had that cargo of rails, have anything to do with the necessity for double lighterage? A. The deep draught, sir. In arriving at that port there was too much draught for the port.

8749 If she had less rails or more measurement, or if she had been full of measurement without the rails she would have been lighter draught. We could have loaded a full measurement cargo and been under a draught of 20 or 22 feet. We could have loaded a full cargo of cotton on 22 foot 6, the deepest draught, and the mean draught was only about 21 feet.

By Mr. Burlingham:

Q. Captain, you mentioned the Leyland Line? A. Yes,
8750 sir.

Q. Is that one of Welsford's Lines? A. No, sir, it is not a Welsford. It is really the Leyland Line of Liverpool, and I think they were formerly in the North Atlantic Combine, the Leyland and Harrison Lines.

By Mr. Spooner:

Q. Were the other ships that had been chartered by this Company, the Pan American Mail, in New Orleans when you returned? A. No, they were not there. We were the only ship when we arrived back. The next ship, she was in
8751 Buenos Ayres by the time we were in Rio de Janeiro. The *Corona* I think her name was if I am not mistaken.

Q. Do you know whether she was redelivered also? A. I presume she was. She was in one port and I was in another.

Q. You don't know that? A. I know only by hearsay that they were all finished. In fact the last one was never taken up. She never started out.

Q. The third one never started out at all? A. The fourth ship did not really start out at all. She was turned
8752 over to Elder & Dempster because the Pan American Mail could not take her up.

Mr. Baldwin: I ask that it be stricken out. It is obvious he does not know anything about it of personal knowledge at all. He was not there and does not know anything of the condition.

Re-Cross Examination by Mr. Baldwin:

Q. How much of the cargo was it that you had to handle twice by taking it over the lighters? A. Well, I couldn't

give you any exact figures. It was measurement cargo, 8753
and we had to lighten her up at least—

Q. Well, how much was it? A. I couldn't give you the figures. I never went into the figures. I know several days we were along there.

Q. You know enough about it, don't you, to know that you didn't have to take all of the light cargo over the two lighters? A. We had to take quite considerable and put it—

Q. How much of that? A. I should say a third anyway.

Q. You were speaking now of the measurement only? A. Yes, measurement cargo only. Only measurement cargo on 8754
one-third of the total cargo I should say in rough figures, about one-third, and that was—she had to be lightened up to about 20 feet from 25.

Q. You mean to say one-third of the 2,246 tons that you spoke of? A. No, no; that is the 2,246 is the cargo loaded at Buenos Ayres for Rio de Janeiro. I should in rough figures say 1,000 or 1,500 tons; somewhere in the neighborhood of that.

Q. 1,000 or 1,500 that you had to double handle? A. Yes.

Q. How much was it then you took out directly along- 8755
side of the dock A. The balance of it; I think the measurement cargo about in the neighborhood of 2,500 tons.

Q. Then 2,500 tons you were able to take off directly at the dock? A. Yes.

Q. Both of the other steamers as you understand left New Orleans also, and went to the River Plate, didn't they? A. The first one I can vouch for because I know she went to the Plate.

Q. You mean the first one that went after you? A. Yes, the second steamer she was going the same way. 8756

Q. That was the route that had been mapped out for them, wasn't it? A. Seeing that they couldn't load them otherwise, yes, sir.

Q. Why do you say "seeing they couldn't load them otherwise"? What do you personally know about what the managers of the Pan American Line had arrived at in laying out the regular route of this regular line they were seeking to establish? A. I know we discussed with the stevedores the practicability of loading rails.

8757 Q. I am not asking you that. I am asking with what officers of the line have you conversed or from whom you got information as to what route was to be established for that line? A. From the president, Mr. Porch.

Q. And he told you your boat was going directly through to Buenos Ayres, didn't he, that that was their last port of call on the southward voyage? A. That was the last port, yes, sir. He intended first for Rio de Janeiro to be the first port—to go to the Brazils first and afterwards to the Argentines, but when he found he could not load the

8758 rails on top—

Q. What about the *Corona*; do you know what cargo the *Corona* had? A. A similar cargo to the best of my knowledge.

Q. You say best of your knowledge; where did you get your knowledge from? A. From people in New Orleans working for the firm.

Q. What people? A. Stevedores and Mr. Lowry.

Q. Do you know whether or not that the *Corona's* cargo had already been signed up when you were there? A. Mr. Porch told me he had lots of freight booked ahead for three

8759 or four months in advance.

Q. Did he tell you what it was? A. General cargo and rails.

Q. Did he tell you how much rails he had for the *Corona?* A. Not the amount.

Q. So far as you know the *Corona* had no rails? A. I believe she had.

Q. Have you any knowledge on the subject? A. I wasn't there to see her load or discharge, but I was told by the people there that they were going to load.

8760 Q. Who told you? A. Mr. Porch and several of the others.

Q. Did Porch tell you he was going to load rails on the *Corona*? That he had rails for the *Corona.*

Q. Do you know whether or not the *Corona* actually had rails? A. No, sir. He might have altered it after I left. That is quite possible.

Hearing adjourned subject to notice.

New York, April 22, 1914. 8761

Hearing resumed pursuant to notice.

APPEARANCES:

ERNEST E. BALDWIN, Esq., and STANLEY D. MONTGOMERY, Esq., for the Petitioner.

Messrs. SPOONER & COTTON; by J. C. Spooner, Esq., for Paul Gottheil, *et al.*

Messrs. BURLINGHAM, MONTGOMERY & BEECHER; by Charles C. Burlingham, Esq., for Frederick T. Busk, *et al.* 8762

Messrs. CONVERS & KIRLIN; by J. Parker Kirlin, Esq. and M. W. Maclay, Jr., Esq., for Prince Line, *et al.*

PAUL GOTTHEIL, called on behalf of the defense, being first sworn, testified as follows:

Direct Examination by Mr. Spooner:

Q. Mr. Gottheil, where do you reside? A. No. 148 West 75th Street, New York.

Q. How long have you lived in New York? A. I have lived in New York over forty years. 8763

Q. What is your business, Mr. Gottheil? A. Steamship agent and ship broker.

Q. How long have you been engaged in that business? A. Over forty years.

Q. Is that business such as to require you to become familiar with the commerce on the sea? A. Yes.

Q. By steamships? A. Yes, sir.

Q. Sailing ships? A. Steamships.

Q. Weren't there some sailing ships when you went into the business? A. Yes, sir. 8764

Q. What was your first connection with the business, Mr. Gottheil? A. I entered the firm of Funch, Edye & Company as a boy in December, 1873.

Q. That firm, with changes in membership, has continued from that date to this? A. Yes, sir.

Q. And you have been a member of the firm from that day to this? A. I have been a member of the firm since 1888.

Q. Now, Mr. Gottheil, during that period you have had an opportunity to know the period or time, have you not,

E CUT OFF

8765 of unregulated competition between the steamship companies? A. Yes, sir.

Mr. Montgomery: Objected to; I ask to have it stricken out, because the question does not on its face relate to any particular traffic which is involved in this case, and for the further reason that it is immaterial, incompetent and irrelevant.

Q. What has been the effect of such competition upon the steamship lines engaged in the——

8766 Mr. Montgomery: Objected to as calling for a conclusion, and being immaterial, irrelevant and incompetent.

Q. And you may in that same question give your observation on that subject.

Mr. Montgomery: Same objection.

Q. Being familiar with the ocean traffic? A. I became
8767 actively engaged in the operation of steamships in 1880, when I was placed in charge of some of the lines for which my firm acted as agents, and have followed the development of the various trades with which my firm is connected from their beginning to their present development. During that period we have seen the greatest development which this country has experienced in the steamship line. We have seen the development of a number of new services until their growth to-day. In the early stages of my career sailing vessels still formed a considerable part of the transportation business from and to this country. In certain
8768 trades the business was limited entirely to sailing vessels, and it was only in the beginning of 1890 that steamers began to take part in transportation to certain ports, especially to what is known as the far distant ports. When the steamship trade developed, lines were established to a number of ports by various owners who operated their ships independently, and the experience of these trades has shown that several owners engaged in the same trade, and competition between these owners was established. The competition in certain directions was extremely keen.

I remember the period when cargo was carried at about 8769
$2.00 a ton from here to China; at $1.75 a ton from here to Australia; all brought about by extreme and unhealthy competition between these ownerships in the same trades. The fight between these different owners lasted quite a long time. The rates were unstable and the service was not regular. This situation continued until almost a period of exhaustion was reached and the owners finally found it necessary to come together and co-operate with each other. This co-operation generally took the form of a conference agreement which provided a division of the 8770
traffic in accordance with sailings, and which provided for the despatch of regular boats and the fixing of stable and uniform rates.

Q. What line—established line—contesting during the period survived it, if you remember, or did not, on the North Atlantic?

Mr. Montgomery: Objected to as immaterial, irrelevant and incompetent.

A. I remember that, for instance, to Glasgow, there were 8771
the Anchor Line and the State Line. The Anchor Line still exists; the State Line was absorbed by the Anchor Line. In the trade to Antwerp there existed the Red Star Line and the White Cross Line. My firm acted as agents for the White Cross Line and had a third interest in the ownership of the line. The White Cross Line had to go out of business because it proved entirely unprofitable, and the ships were finally sold by the line for other purposes.

Q. Why was it unprofitable, if you know?

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Mr. Montgomery: Objected to as immaterial, irrelevant and incompetent.

A. It was unprofitable because of the strong competition between the two lines, and it was the question of the survival of the fittest, the Red Star Line being the stronger of the two.

I also remember that there was a line running to Bristol and to Avonmouth, the two ports being practically the

8773 same, and the line to Avonmouth went out of business; the Bristol Line is still running. I remember a line running to Leith that went out of business because it was not profitable——

Mr. Montgomery: I ask to have that stricken out, it being a conclusion of the witness.

A. (Continuing) We were agents for a line to Bordeaux for many years that likewise had to give up the business as being unprofitable.

8774 Q. Why unprofitable, if you know? A. It was unprofitable because the business did not pay.

Q. Because of competitive conditions? A. Because of competitive conditions, yes, sir.

Mr. Montgomery: I ask to have all of this about the effect of competition stricken out on the grounds stated in the objections and for the further reason that they are obviously stating the conclusion of the witness.

8775 Q. Go on? A. There was a line established many years ago to London known as the Monarch Line; they had a very superior class of boats; they were running in opposition to the National Line. The Monarch Line finally went into bankruptcy because of unprofitable conditions, and I don't think the National Line did very much better. It was finally absorbed by the International Mercantile Marine.

Q. What do you mean by the conditions? A. The business was not profitable; competition was too strong.

8776 Q. Go on, please? A. The Hamburg Line had very strong competition established against the service that was then running and is still running—the Hamburg-American Line. This competition was known as the Eagle Line, and owing to the hard fight between these two companies, both in their passenger and freight traffic, the Eagle Line was finally compelled to sell out to the Hamburg Line. Another competitive service to the Hamburg was that of the Carr Line, which was absorbed by the Hamburg-American Line, and finally the service was established of freight

vessels known as the Union Line, which ran independently 8777
for a number of years, and this was finally absorbed by the Hamburg-American Line.

We were also agents at one time for a service to Marseilles, which was running in competition with the Fabre Line. This service withdrew because the business was unprofitable.

Q. Why was it unprofitable?

Mr. Montgomery: Objected to.

A. Because of unrestricted competition. 8778

Mr. Kirlin: The rates went down?
The Witness: The rates went down, yes, sir.

A. (Continuing) We were agents for the first service that was established between this country and Denmark——

Mr. Montgomery: It is understood that all of this history is subject to the objections noted.

A. (Continuing) And which was known as the Thingvalla Line. Their business became so unprofitable that it was 8779
finally absorbed by what is known as the Scandinavian-American Line.

Q. When you say unprofitable, that might be attributable to several reasons; what do you mean? A. There was strong competition and with the indirect service to the Baltic that made it unprofitable, too; it probably would be unprofitable to-day if the conference arrangement did not exist.

Q. There was a Guion Line, wasn't there? A. Yes. In Liverpool there was the Guion Line; that was in com- 8780
petition with the White Star Line, Cunard Line and the Inman Line, and under competition between these lines this Company—which was under the British flag, but really owned by American capital—finally went out of the service and the ships were sold.

Q. What about the Inman Line; do you know anything about that? A. The Inman Line was taken over by the International Navigation Company, and the latter was finally taken over by the International Mercantile Marine.

CUT OFF

8781 This was undoubtedly also due to the competition—unrestricted competition.

I also would like to say there were services also running in competition to Rotterdam against the Holland-America Line—private ownerships went into that business. First of all, Rankin, Gilmour & Company; they established a fortnightly service of freight boats between Rotterdam and New York, and when they found the business unprofitable because of competition they withdrew from the trade and afterwards Messrs. T. Hogan & Sons, of this city,
8782 and owners of vessels under the British flag, went into the trade, and, after a while, they found the business on account of competition unprofitable and withdrew.

We were also agents in the early eighties for a service of freight steamers to Havre, and in that case unrestricted competition drove this service out of the field—competition with the French Line.

Q. What was the name of the line? A. It was called the Merchants' Express Line—freight boats only.

Mr. Montgomery: It is understood that where-
8783 ever he makes a statement of that kind I object to it as being his conclusion merely, in addition to my other objections. I don't want to be interrupting all the time.

A. (Continuing). In the trade to far distant ports we have the incident of the United States and Brazil Mail Steamship Company, established in 1883, to run between the United States ports and Brazilian ports with a subsidy from the United States Government, and this company went out of business by becoming bankrupt in 1893.

8784 Q. You may state, if you know, Mr. Gottheil, what this bankruptcy was attributable to?

Mr. Montgomery: Objected to as calling for a conclusion, in addition to the other objections.

A. Bad business; perhaps also bad management in that case.

Q. In the last case? A. Yes. There was also many years ago an American Line running to Cuba known as

the Alexandre Line; they had the field to themselves for 8785
quite a while until Messrs. James E. Ward & Company established an opposition service, and after very strong competition for a while the Alexandre Line sold out to the Ward Line, and the Ward Line has to-day control of the ports to which they are sailing.

I also remember now that in the Brazilian trade there was a British Line known as the Black Ball Line. It was some such name. Tucker was agent at that time—Josiah Tucker & Company I think it was, or some such similar name; and after running for 8786
some time they withdrew from the business. I believe, if my memory serves me right, they got into financial difficulties. In the other trades to far distant ports I may mention that early in the eighties loading brokers established the first of a service to China and Japan. I chartered the very first steamer that ever loaded a general cargo to the far East from New York, the S. S. *Strathleven,* to Messrs. Edward Perry & Company; and a few years after that Messrs. Barber & Company established a competing service to those countries with chartered 8787
boats, which eventually resulted in the establishment of their present line. But before they became regular liners my firm established the first direct service to and from China in 1878, or what is known now as the United States & China & Japan Steamship Line.

In the Australian trade the business was entirely confined to sailing vessels as late as 1898, when the American and Australian Steamship Line was established, which immediately created the establishment of a line by people who had been loading the sailing vessels—New York merchants—the steamship line which is known now 8788
as the United States & Australia Steamship Line—and then this was followed by the Tyser Line, subsequently changed to the United Tyser Line. Friends of our agency established a line to and from India and also a line to Java. These statements will show you the commencement of the establishment of a number of services to far distant countries, which until the steamship lines came into existence served more or less regularly by sailing ves-

AGE CUT OFF

8789 sels—despatches; in other words, the steamship lines supplanted the sailing vessels and gradually built up a very extensive business with the different countries.

I stated before in the commencement of these different services there was no cooperation between the lines, but the strongest possible competition. The trade was new and each ownership was trying to get as much of it as it could, and there was the strongest possible unrestricted competition between these different services with the result that they eventually came together and that the agree-
8790 ment between themselves established conferences and put the trade upon a business basis with advantage not only to themselves but also to the shippers.

Mr. Montgomery: I ask to have this answer stricken out as clearly a conclusion and speculative.

Q. State, if you know, Mr. Gottheil, what led to the adoption of the conference, the steamship conference, system, in these long voyage stages——

Mr. Montgomery: Objected to as immaterial,
8791 irrelevant and incompetent and asking for a conclusion.

Q. Or in any of the trades? A. It was impossible for these steamship lines to continue to fight each other in the trade, as the result would have been the survival of the fittest, the driving out of the rest, and there was no other choice left to them excepting to come together and cooperate with each other and put the business upon a basis where the steamship lines could procure a proper re-
8792 turn on their investment.

Mr. Montgomery: Ask to have that stricken out as being a speculative conclusion of the witness as to what might have happened.

Mr. Spooner: It is not very speculative as to what has happened.

Q. What from your observation and experience, Mr. Gottheil, are the benefits to the commerce and to ship-

pers in the conduct of the business, their business, as well as the steamship business, derived from the conference—the steamship conference system? 8793

Mr. Montgomery: That is objected to as immaterial, irrelevant and incompetent, and asking for a conclusion of the witness; furthermore for the reason that it does not state what kind of a conference.

Mr. Spooner: I said steamship conference.

Mr. Montgomery: By what arrangement between the steamship companies, if any, has the tendencies that the witness is asked to testify about— 8794

Q. Irrespective of the pool, take the conference without a pool, deal with the conference only, what benefit to the public, subordinately, to the companies, is imputable to the conference arrangement?

Mr. Montgomery: That is objected to for the same reasons, because without a statement of the particular ones of those and the particular things the conference does, it is purely speculative as to what kind of a conference you are talking about. 8795

Mr. Kirlin: He has stated what the conferences were that these different lines came from.

Mr. Montgomery: Some of them have rebates and some of them have lots of things and others don't. Wouldn't it suit your purpose as well to ask the particular things?

Q. Well, state the benefits derived from the conference, such as you have testified to having arisen because of unrestricted competition? 8796

Mr. Montgomery: That is objected to for the reason that whatever benefits may have been derived, or the witness may guess may have been derived, from some other conference, has absolutely no bearing upon the benefits that may be claimed to accrue to the shipper or the public in this particular conference.

GE CUT OFF

8797 Q. Well, go on, Mr. Gottheil?

Mr. Montgomery: It further calls for a conclusion and is incompetent, immaterial and irrelevant.

Q. Answer, Mr. Gottheil? A. All the conferences provide regular sailings to regular fixed ports; conferences establish uniformity of rates and by working together conferences are enabled to contract for large quantities of cargo which a single service could not possibly undertake.

This country being in competition with European manu-
8798 facturers and producers it is essential that our shippers should be placed in position where they can enter into large undertakings, and this they cannot do without obtaining a proper freight rate, and the facility of moving their shipments over a proper period—at regular intervals. The long voyage trades do not offer either to-day a great frequency of sailings, and where three or four ownerships might provide two or three sailings a month together a single ownership, if operating alone, or in competition, could not offer the facilities that would be required for the
8799 expeditious movement of cargo in competition with the much more frequent service to the same destination enjoyed by the European manufacturers and producers. The facility given to the shippers by the regular sailing dates is of great importance. I have known of incidents where a shipper would pay a somewhat higher freight rate for a given sailing each month on a given quantitiy of cargo because it was evident that his customer had just that much storage facility and could count upon receiving the quantity of cargo which he needed every month. The fact that the rates are uniform is of decided advantage to all shippers.
8800 They know if they tender for a contract, or offer to sell a certain shipment, that the rate of freight will be the same to them as to any of their neighbors, and shippers have repeatedly expressed themselves to me that they much preferred the present system of stability of rates——

Mr. Montgomery: I object to that and I ask to have it stricken out as clearly hearsay and improper testimony. I don't think the witness ought to be permitted to relate it even in this case—

A. (Continuing) The conditions which existed formerly 8801
where they never knew whether they had the lowest freight rate or not, and where even if they had an advantage in one case they might be at a decided disadvantage in many others. In other words, where there was unrestricted competition between the steamship lines the rate would vary from day to day, sometimes from hour to hour, and a shipper might get a rate to-day which was the lowest rate prevailing, and he would get to-morrow a much higher rate, so that stability in rates is the desideratum of all shippers.

Q. Does that have any effect upon the— 8802

Mr. Montgomery: One moment, I ask that that answer be stricken out as on its face not being connected in any way or relating to the Brazil trade which is involved in this suit, and being the conclusion of the witness, and stating his conclusion in regard to the conditions that may not obtain, probably do not in the Brazil trade.

Q. Mr. Gottheil— A. I have not quite finished yet.

Q. All right, go ahead? A. Another advantage to ship- 8803
pers is the facility of moving their cargo as it comes along.

Mr. Montgomery: Ask to have that stricken out as not relating specifically to the Brazil trade.

A. (Continuing) The ship on the berth will take the cargo that is available and it will not stay on the berth as it did under previous conditions for the purpose of picking out the most suitable cargo that the ship may need.

Q. Does it have any relation to the size of the stock that the merchant may keep on hand? A. Beg pardon?

Q. Does the conference arrangement to which you are 8804
testifying, including regular sailings, have any relation to the size of the stock which the shipper must or must not keep promptly on hand?

Mr. Montgomery: Objected to as immaterial, irrelevant and incompetent, and as not having any relation to the particular traffic involved in this case, and calls for a conclusion.

UT OFF

8805 Q. And consignee, too, as well as the shipper?

Mr. Montgomery: And speculative.

A. I have no doubt that the consignee, knowing that he can rely upon getting his supplies at regular intervals, must find it to his decided advantage to have the regular sailings and stability of rates. In former times I am sure that when rates were very low consignees would speculate and buy ahead under the supposition that these low rates cannot last, and he would order a big supply and find
8806 the market flooded afterwards because there was no end at that time in the cutting of rates. The tendency was all the time downwards and it was to his disadvantage, decided disadvantage, to have this unrestricted competition and get his cargo at prices that he could never rely upon, and be in competition with the next shipment.

Mr. Montgomery: Ask to have that stricken out as clearly not within the knowledge of the witness, pure hearsay, and relating to some imaginary or unfixed time and condition of trade not disclosed.

8807

A. (Continuing) I would like to add that another important factor enters into this question by the present condition in our railroad traffic, where it is essential that cargo should be moved promptly and not incur car demurrage. Formerly they could keep the car at the railroad terminal for thirty days; now they have to move it promptly and the regular sailing helps them to do so. Moreover, I would like to add also that one of the principles on which conferences from the United States work to-day is to give
8808 shippers European rates, and the fact of these rates being the same—our rates being the same as those from Enrope —enables the shipper and manufacturer to compete against the foreign merchants.

Mr. Montgomery: I ask to have that stricken out as not connected with the facts involved in this case in any way, being speculative.

Q. Does this system under which regular sailings have become practicable have any effect upon the engaging of

cargo space in advance by shippers? A. I think it has, be- 8809
cause under the——

Mr. Montgomery: I object to anything that the witness thinks about this thing, as a conclusion.

A. (Continuing) Because sales of merchandise have often to be made to cover a number of months, and the shipper knowing that there will be no change in the rates will make his bookings in advance and cover his commitment in order to reduce the risk to a minimum in the sales which he has made. Moreover, it gives him the opportunity of 8810
picking out exactly a sailing which will most conform to the delivery of his cargo and which under former conditions he was quite unable to do.

Mr. Montgomery: I ask to have that stricken out as not connected with this Brazil trade, as being hearsay and clearly not within the knowledge of the witness, what the merchants may do, and immaterial, irrelevant and incompetent.

Q. What benefit does it have, if any, the conference, in 8811
respect of exports coming from the interior to be shipped to foreign countries—regular sailings?

Mr. Montgomery: Objected to as being too general unless it is applied to this particular traffic, and to it as calling for a conclusion.

A. As I stated before, the regularity and frequency of sailings enable a shipper to get his cargo on board of a ship almost as soon as it arrives here, and he avoids the risk that he had to run formerly of having car demurrage 8812
incurred and possibly of having his contract vitiated by not keeping the date of his shipment.

Q. Does it or does it not enable the lines in the conference to maintain large terminals at the different ports to the benefit of the shippers or consignees?

Mr. Montgomery: Objected to as immaterial, irrelevant and incompetent.

GE CUT OFF

8813 A. As far as the terminals on this side are concerned it goes without saying that the more frequent the departures the better facilities can be provided. As far as the delivery port is concerned I would not care to venture an expression of opinion, although I have no doubt similar conditions exist.

Mr. Montgomery: I ask to have that stricken out, having stated that he could not venture an opinion, as being pure speculation.

8814 Q. Does it have any effect one way or the other as to the delivery in good or bad order of the cargo? A. There is no doubt that the ships which are steadily employed in a given trade, especially constructed and adapted for this trade, and with the officers becoming entirely experienced with the nature of the cargo, it will affect the proper handling beneficially.

Q. What effect does it have, if any, on the insurance upon the cargo—the rate of insurance on the cargo? A. Of course, the insurance effect would not be brought about
8815 particularly by the conference, because——

Q. Well, regularity of sailings? A. I don't know that that will affect it. I think that the improvement in the supply of vessels will have the effect of reducing the insurance rate and, of course, it can be argued that without conferences the vessels could not be handled profitably, and the vessel would not be as efficient, too, as it might be under conference; but I think you have to take those two together—the question of conference and pooling together —in order to show the improvement that is brought about
8816 by these two factors cooperating.

Mr. Montgomery: Was all of this testimony that you have been giving here relating to conferences in which the pool was absent? I understood from you just now it was?

The Witness: You can have a conference without a pool. My testimony was given without reference to pool. That is why I made the reservation.

Mr. Montgomery: You mean that all of these benefits that you have been speaking about accrue whether there is a pool or not?

The Witness: Yes, sir. 8817

Mr. Montgomery: But this particular one, you have to have a pool to bring it about?

The Witness: I think the pool would probably help to improve the class of ships that would be employed.

Q. What benefit, if any, Mr. Gottheil, does the shipper derive from stability of rates?

Mr. Montgomery: Objected to as calling for a conclusion in regard to shippers generally, and not in 8818
regard to this particular trade, and on the further ground that the testimony in this case shows that there is no stability of rates. A. The shipper would have the benefit of knowing absolutely that so far as the price of the freight is concerned he is on a par with every one of his competitors, and he would have the further advantage of being able to sell him and know that the rate of freight would be fixed and established.

8819

Q. What other advantages, if any, do you recall or think arise from stability of rates to the public by the steamships; does it or does it not enable shippers or merchants to calculate laid down costs and sell things for delivery in the future? A. I have so stated already. If you will read my answer you will find that.

Q. State what other advantages—if you have a memorandum of it there—are derived from stability of rates by the public?

Mr. Montgomery: I object to all of this on the 8820
ground that it is immaterial, irrelevant and incompetent, and that there is no testimony in the case to show that there is stability of rates.

A. I cannot think of any other reasons than those I have given. That stable rates enable a shipper to compete with his neighbor and to sell him whilst——

Q. Do the advantages which you have testified to in respect to the conference generally apply to the conference agreement and its operations involved in this case?

E CUT OFF

8821 Mr. Montgomery: Objected to as immaterial, irrelevant and incompetent and not proper, and absolutely leading, and not the proper way to prove what benefits, if any, there may be to shippers in this particular trade, and asking for a conclusion of the witness, and speculative.

Q. State whether they do or not in your opinion? A. They do.

8822 By Mr. Kirlin:

Q. I suppose you have had Brazil trade in your mind in giving your general testimony about conferences? A. Yes, sir.

Mr. Montgomery: Objected to as irrelevant and immaterial. I made an objection to practically every question and you have had an opportunity to ask if it related to Brazil and you did not do it. The proper way is to ask him about Brazil and not ask incompetent questions and get it afterwards.

8823

Q. Did you intend your answer to apply to the Brazil trade? A. I did.

Mr. Montgomery: I ask to have it stricken out.

Q. When did you first begin to have knowledge and experience of the Brazil trade?

Mr. Montgomery: Objected to as immaterial.

A. 1893, I think.

8824 Q. In connection with what line? A. In connection with the Sloman Line, which was established at that time at the request of one of our important shippers.

Q. And you have been in it ever since as the agent of one or more lines? A. My firm has been agents for that service and its successor.

Q. Continuously? A. Continuously, yes.

Q. From that date until the present? A. Yes.

Q. And in connection with that agency you, of course, come in contact with shippers and have the opportunities

which any agent operating a line of steamers in a trade would naturally get in administering the business? A. I did, as long as I was personally actively connected with it. 8825

Q. When did that personal activity cease? A. For the last five or six years one of my partners has looked more intimately after this department.

Q. During the last six years? A. Yes, sir.

Q. You have general supervision over the business? A. Yes, I have general knowledge of what is going on, yes.

Q. During the period of your experience with this trade and prior to the date of the agreement here in suit, 1908, had there been a number of different periods during which there had and had not been conferences in the South-American trade—the Brazilian trade? 8826

Mr. Montgomery: You mean mid-Brazil, of course?

Mr. Kirlin: Yes.

A. There had been in the beginning of the establishment of service; there was unrestricted competition. 8827

Q. And there had been a period just before this agreement was made? A. Yes; it was a strong fight.

Q. So that your experience in the Brazil trade extends over at least two competitive periods and at least two conference periods? A. Yes.

Q. And what you have stated is based on your experience in those different periods, is it not? A. Yes.

Mr. Baldwin: Of course, this is all subject to the general objection.

8828

Q. Now, it was claimed in the petition in this case that the present conference, and it will no doubt be argued the predecessor conference, did actually restrain the trade and commerce of the United States. What is the fact about that in your experience?

Mr. Montgomery: I object to that as asking for a conclusion of law of the witness, as again irrelevant, incompetent and immaterial.

GE CUT OFF

8829 Q. (Question read).

Mr. Baldwin: Furthermore, the question involves a conclusion of the witness concerning a varied state of facts of enormous magnitude, and whether or not it does or does not practically restrain or physically restrain would be dependent upon the statistics which they would show and not upon the statement of the witness, which is more or less a guess.

8830 Q. Proceed, Mr. Gottheil. A. In the commencement of the service our ships loaded between 90,000 and 120,000 cubic feet each, and they are now loading——

Mr. Baldwin: I want to object that this is not responsive to the question asked.

A. (Continuing.) Between 200,000 and 300,000 feet each, which proves conclusively that the trade has expanded. If anything, we have more frequent departures now than we had in the beginning of the service, besides which there
8831 is in addition to the three conference lines, there are two other lines running, showing that the trade has increased continuously.

Mr. Baldwin: I ask to have it stricken out upon the ground of not responsive and the witness in his answer draws an inference from statistics which are not present; no primary evidence here as to the source of knowledge—of a primary nature—that would establish the amount of tonnage that his line carried, and it is also immaterial and incompetent

8832

Q. You have spoken of the size of the ships and of the departures; what do you say as to whether the conference has or has not checked or decreased or whether it has increased or tended to increase the volume, between this country and South America?

Mr. Montgomery: Objected to as immaterial, irrelevant and incompetent and not the best evidence, and asks for a conclusion of the witness.

A. The much larger ships now employed in the trade and the more frequent sailings distinctly prove in my opinion that the trade has considerably expanded. 8833

Q. You have had experience in other trades besides the Brazilian trade? A. Yes.

Q. And practically all over the world? A. Yes.

Q. What has been your experience as to whether or not the improvement in facilities of transportation besides speed and frequency has or has not a tendency to increase, rather than to retard it?

Mr. Montgomery: Objected to as calling for a conclusion and on the same ground as the last objection. 8834

A. In my experience every trade from the United States has expanded in volume—unusually expanded—and it would be impossible for any service to maintain its position if it established rates that would restrict the movement of the export trade. It is to the interest of every service to make the rates, if at all possible, such that a merchant can do his business and every ship owner or steamship agent will endeavor to the best of his ability to give every facility in the way of rates, in the way of tonnage, and in the way of sailing, so as to expand as much as possible his business and increase it. That is the aim of every business man, to try and have his business grow as much as possible. There is no doubt in my mind that the trade of the—— 8835

Mr. Baldwin: Are we going to have this witness state there is no doubt in his mind about this or that? This is not a hearing before a Committee of Congress. He cannot state here what is in his mind, how he is satisfied in his mind; he can give facts and draw his inferences if they are legal inferences. We should have the data. 8836

Q. State it in another form of words.

Mr. Baldwin: I ask to have the whole answer stricken out as not responsive to the question.

T OFF

8837 Q. Go on with your answer. Do not state what you think, but state the facts as your experience justifies your stating it? A. I have stated the fact that my experience has shown them to be that the trade from this country in all directions has considerably expanded by the facilities that have been offered by the steamship companies.

Q. That is, through the medium of these conference arrangements?

Mr. Montgomery: Objected to as leading and calling for a conclusion of the witness, and being imma-
8838 terial, irrelevant and incompetent.

A. I am quite certain that these conferences by the advantages that they offer to the merchants in the shape of regular sailings, stable rates, superior vessels, and the ability to compete with European merchants have largely tended to expand the trade from this country to foreign countries.

Mr. Montgomery: I ask to have stricken out the answer, because the witness enumerates a number of facts that are not only not shown to exist in this
8839 case, but are shown not to exist by the testimony.

Q. Do these conditions that you have just enumerated exist in this trade under the present conference system?

Mr. Montgomery: Objected to as calling clearly for a conclusion, and being immaterial, irrelevant and incompetent.

Q. (Question read.) A. They do.

Q. Mr. Gottheil, how does the position of the smaller
8840 shipper as compared with the position of the large shipper stand under conference arrangement as compared with conditions of unrestrained competition?

Mr. Montgomery: I object to that as immaterial, irrelevant and incompetent and calling for a conclusion of the witness.

A. Under strict competition the large shipper has always aimed to exact from the steamship owner, by reason of the volume of traffic he offers, a considerably lower rate than the small shipper, whilst under the tariff arrangement as

established by the conference the rates are the same for 8841
the small or the large shipper.

Q. Is that true of the Brazil trade at present, under the present conference arrangement?

Mr. Baldwin: Same objection.

A. Under the tariff, yes.

Q. And how about the position under contract, under present arrangements?

Mr. Montgomery: The same objection, and particularly the contracts speak for themselves, and the 8842
tariffs.

Mr. Kirlin: I am not asking about terms and figures of the contracts, but opportunity.

Mr. Baldwin: Won't they speak for themselves?

A. Your question is as to rates?

Q. The question is as to opportunity between large and small shippers? A. As to opportunity of shipment, they have the same.

Q. And as to making contracts? A. They have the same opportunity of making contracts. 8843

Q. In times of unrestrained competition what measures are ordinarily adopted by the respective lines in order to insure themselves cargo for their own line?

Mr. Baldwin: We object to that upon the ground that it is indefinite both as to place and hour; indefinite as to conferences; and in addition to that this witness has shown——

Mr. Kirlin: Outside of conference.

Mr. Baldwin: Then the same objection will arise precisely; indefinite both as to time and place and 8844
periods where there was no conference, and therefore, no competition; and upon the further ground that if there are any such facts we are entitled to them from the mouth of the witness, who is qualified to state. This witness has not shown anything about that; it is a mere conclusion.

A. In times of unrestrained competition each steamship gent will bid for cargo and get the best rate he can.

OFF

8845 Q. How about contracting? A. The same applies to contracting.

Q. And contracting, I suppose, with those who have the most cargo to ship, preferably?

Mr. Baldwin: I think you are leading him on that, Mr. Kirlin.

A. As a rule you contract for all the cargo you can get, that you are likely to require, and the man who has the biggest quantity of cargo to ship will drive the best bargain from his point of view and the worst from our point
8846 of view.

Q. So the position of the large and the small shipper is liable to be affected by measures which the ship owner is obliged to take for his own protection, is that it? A. Yes.

Mr. Baldwin: Objected to as leading, incompetent and immaterial. I think, Mr. Kirlin, you had better let him tell that.

Q. You spoke of there being two other lines in operation between here and Brazil; you referred, I suppose, to the
8847 Lloyd Brazileiro and the—— A. And the United States & Brazil Line.

Q. Have those lines been able to maintain themselves in the service? A. The Lloyd Brazileiro——

Mr. Baldwin: How could he state whether they were able to maintain themselves or not? If they are here let them speak for themselves.

Q. (Question read.) A. The Lloyd Brazileiro has been in existence a number of years and continues and seems to have——

8848

Mr. Baldwin: I object to what seems to.

A. (Continuing) And has increased its departures. The United States & Brazil Steamship Line is of more recent origin and they have been for a number of months in this trade.

Q. How frequent are their departures?

Mr. Baldwin: If he knows of his own knowledge.

A. I don't know. I have not followed that.

Q. During the time you have had experience with Brazil trade can you state whether the number of ports that has been served on outward trips of vessels operating in the conference lines have been increased or not? A. The number of ports have unquestionably been increased. 8849

Mr. Montgomery: Does the question mean by the conference lines or by all the lines or what?

Mr. Kirlin: The Conference Lines.

A. They have been increased.

Mr. Montgomery: The number of ports in South America or what? 8850

Mr. Kirlin: In South America.

Mr. Baldwin: Not in Brazil alone?

The Witness: Brazil alone.

Q. You say they have been? A. Yes, sir.

Q. And in the beginning of your experience what ports were served by the conference lines in Brazil, how many? A. Well, originally it was Pernambuco, Bahia, Rio and Santos, and occasionally to Maceio and Victoria, and now there is regular services to South Brazil ports. 8851

New York, April 24, 1914.

Hearing resumed pursuant to adjournment.

APPEARANCES:

ERNEST E. BALDWIN, Esq. and STANLEY D. MONTGOMERY, Esq., for the Petitioner.

Messrs. SPOONER & COTTON; by J. C. Spooner, Esq., for Paul Gottheil, *et al.*

Messrs. BURLINGHAM, MONTGOMERY & BEECHER; by Charles C. Burlingham, Esq., for Frederick T. Busk, *et al.* 8852

Messrs. CONVERS & KIRLIN; by M. W. Maclay, Jr., Esq. for Prince Line, *et al.*

FREDERICK W. HERSEY called on behalf of the defense, being first sworn, testified as follows:

Direct Examination by Mr. Spooner:

Q. Where do you reside, Mr. Hersey? A. Hotel St. George, Brooklyn.

CUT OFF

8853 Q. What is your business? A. Manager of docks and cargoes, associated Operating Company.

Q. Where are these docks? A. Pier 3, Bush Docks, foot of 47th Street, Brooklyn.

Q. How long have you been engaged in that business? A. I have been there seven years last February.

Q. Do you keep a record of the vacant space on ships sailing from those docks to foreign ports? A. Yes, sir.

Q. Have you made any investigation of the record, or examination, with reference to the vacant space of the
8854 ships of the Hamburg-American sailing from New York to Brazil? A. Yes, sir.

Q. Have you that record with you? A. I have, yes. (Producing papers.) The outside record there is recent. It starts with 1907—the larger blanks—and comes right up.

Q. Is this a correct statement made from the records? A. Yes, sir.

Q. Covering what year? A. That is the recent one. (Indicating.) It shows the date.

Q. Then, beginning 1907—— A. And continues on until you get to this small sheet.

8855 Q. And goes on and goes through 1908, 1909, 1910, 1911, 1912, 1913 and 1914? A. The balance of 1913 and 1914, as far as we have gone.

Q. Is that a correct statement of the vacant space in the ships? A. Yes, sir.

Q. And is that incoming and outgoing? A. No, sir, that is outgoing.

Q. Is that a correct statement of your records? A. Yes, sir, to my best knowledge.

Q. How is your record made? On the departure of the
8856 ships? A. Made on the departure of the steamer when she has finished loading ready for sea.

Q. Did you make this examination? A. Yes, sir—it was done under my supervision.

Q. And you are able to say that that is a correct statement? A. To my best knowledge it is, sir.

Q. From your records? A. Yes, sir.

Mr. Spooner: I offer that statement in evidence.

Mr. Montgomery: I notice here a column headed,

"Payable tons," and under it some figures on three 8857
of the sheets, apparently for the years 1907, to May
10th, 1913, and those figures in that column crossed
out. Do I understand you are not offering that?
(Addressing Mr. Spooner.)

Q. Why are they crossed out? A. They had no bearing. That is our record, the dock record, which has no bearing with the office record as regards payable tons. It is simply our record what we call "Payable tons," showing the number of tons weight and measurement the ship carried for 8858
our record.

Mr. Montgomery: You are not offering that? (Addressing Mr. Spooner.)

Mr. Spooner: No.

The Witness: It has no bearing on the freight collected.

Mr. Montgomery: I notice on two of these sheets in pencil the word "coal" is written?

The Witness: I wrote that on there, sir.

Mr. Montgomery: And here in one instance, after 8859
one of the names, a word that I do not just make out.

The Witness: That says "Peak"; that means that space was in the peak. I simply wanted to remind myself of the coal as I wrote that down.

Mr. Montgomery: I think I will have to object to this, Senator, as immaterial, irrelevant and incompetent.

Marked Defendants' Exhibit No. 26.

Q. What do these dots mean? A. A full ship; no space.
Q. These dashes I mean, where there are no figures? A. 8860
Yes, sir; full ships; no space to stow.
Q. The figures here mean cubic feet of space, don't they?
A. Yes, sir.
Q. This is a correct statement from your books? A. Yes, sir.

CROSS EXAMINATION RESERVED.

CUT OFF

8861 Mr. Maclay asks that a recess be taken to await the arrival of Mr. Kirlin who intended to examine the witness. A recess was taken until 3 o'clock, but Mr. Kirlin not arriving at that time, the hearing was adjourned to Wednesday, April 29th, 1914, at 11 o'clock A. M.

New York, April 29th, 1914.

By consent, hearing is adjourned to Friday, May 1st, 1914.

8862

New York, May 1st, 1914.

By consent, hearing is adjourned to Tuesday, May 5th, 1914.

New York, May 5th, 1914.

By consent, hearing is adjourned to Wednesday, May 6th, 1914.

New York, May 6th, 1914.

8863 Hearing resumed pursuant to adjournment.

APPEARANCES:

ERNEST E. BALDWIN, ESQ., AND STANLEY D. MONTGOMERY, ESQ., for the Petitioner.

MESSRS. SPOONER & COTTON, by J. C. Spooner, Esq., for Paul Gottheil, et al.

MESSRS. BURLINGHAM, MONTGOMERY & BEECHER, by Charles Burlingham, Esq., for Frederick T. Busk, et al.

8864 Mr. Spooner stated that owing to indisposition Mr. Gottheil would not be able to attend at this session, and the hearing was thereupon adjourned to Thursday, May 7th, 1914, at 11 o'clock, A. M.

New York, May 7th, 1914.

By consent, hearing adjourned to Friday, May 8th, 1914.

New York, May 8th, 1914. 8865

Hearing resumed pursuant to adjournment.

APPEARANCES:

ERNEST E. BALDWIN, ESQ., AND STANLEY D. MONTGOMERY, ESQ., for the Petitioner.

MESSRS. SPOONER & COTTON, by J. C. Spooner, Esq., for Paul Gottheil, et al.

MESSRS. BURLINGHAM, MONTGOMERY & BEECHER, by Charles C. Burlingham, Esq., for Frederick T. Busk, et al.

MESSRS. CONVERS & KIRLIN, by M. W. Maclay, Jr., Esq., 8866
for Prince Line, et al.

ALFRED E. CLEGG, called on behalf of the defense, being first sworn, testified as follows:

DIRECT EXAMINATION by Mr. Burlingham:

Q. Are you an employee of Funch, Edye & Company? A. Yes, sir.

Q. And have been how long? A. Eight years.

Q. What part of the business are you engaged in 8867
specially? A. I am Mr. Betts' assistant.

Q. And he is in charge of what department? A. Brazil and Australia.

Q. Do you keep track of all the vessels that sail from here to Brazil? A. Yes, sir.

Q. Have you at my request tabulated the steamers of the United States & Brazil Steamship Line that have sailed from here since that line began operations and are advertised to sail now? A. I have.

Q. Is that it? (Showing witness paper). A. This is 8868
the list, yes, sir.

Q. Is that a correct statement? A. It is correct.

Q. Of the sailings and the advertised sailings? A. Yes, sir.

Mr. Burlingham: I offer this in evidence.

Mr. Montgomery: Where do you get the information for this?

The Witness: It is advertisements and the actual sailing dates from the Martime Register,

E CUT OFF

8869 Mr. Montgomery: Where are the advertisements from?

The Witness: The Journal of Commerce.

Mr. Burlingham: Mark it for identification.

Mr. Montgomery: I will object to it at this time, as immaterial, irrelevant and incompetent.

Mr. Burlingham: Mark it in evidence.

Marked Defendants' Exhibit No. 27.

Cross-Examination reserved.

8870 Mr. Burlingham: I offer in evidence pages 1191 and 1192 of the Bulletin, issued by the Department of Commerce and Labor, No. 19, showing imports and exports of merchandise to and from Brazil—the portions marked on page 1191, beginning with "Brazil," and the whole of page No. 1192.

Mr. Montgomery: I object to that as immaterial, irrelevant and incompetent, and for the further reason that the statistics are not segregated so as to show what portions of these imports and exports

8871 are from ports involved in this suit.

Page No. 1191 marked Defendants' Exhibit No. 28.

Page No. 1192 marked Defendants' Exhibit No. 28-A.

HAROLD ARMSTRONG, called on behalf of the defense, being first sworn, testified as follows:

8872 Direct Examination by Mr. Burlingham:

Q. Are you in the employ of Funch, Edye & Company? A. I am.

Q. How long have you been with them? A. For five years—a little over five years.

Q. What are your duties in connection with your employment? A. I am head of the Chartering Department.

Q. What has been your experience in chartering? A. I have been in the chartering and line business for twenty-two years.

Q. Before you entered the employ of Funch, Edye & 8873
Company, in what service were you? A. I was with steam-
ship owners and brokers on the other side for seven years.
Q. In England? A. In England, yes, sir. In Newcastle;
and then I was with John C. Seager in the ship-broking
end of his business.
Q. For how long? A. I was in the ship-broking end of
his business for five or six years, and then I was in the
line business with the same concern—with Seager—for a
matter of four or five years.
Q. At that time was John C. Seager a ship broker and a 8874
ship agent? A. Ship agent and a ship broker.
Q. Representing whom? A. He represented the Prince
Line.
Q. You were with him at the time he represented the
Prince Line? A. Yes, I was with him at the time he repre-
sented the Prince Line. And then I have been with Funch,
Edye & Company over five years in their chartering de-
partment.
Q. Do you actually charter vessels? A. Oh, yes.
Q. Is your chartering confined to this port? A. Oh, no.
Q. You make charters for all sorts of objects? A. All 8875
kinds of business.
Q. And from all sorts of ports? A. Yes, sir.
Q. And all kinds of charters? A. All kinds of charters.
Q. What familiarity have you with the charter market
throughout the world? A. Well, I keep myself familiar
from the circulars received from London, The Daily Trade
Circular and from Fair Play, which we get each week,
the regular shipping weekly paper.
Q. And what publications are there in New York of a
similar class? A. There is a regular daily freight paper 8876
published by Cornish & Company and the Journal of Com-
merce, which also reports it.
Q. What is the principal British freight list? A. The
London Freight Reporter—I think it is called—the Freight
Register. I think I have one here, I can give the exact title
of it.
Q. Is that a foreign publication? A. Yes; Daily Freight
Register is the name of it.
Q. What is such a register? A. It has reports of fix-
tures for all kinds of business.

E CUT OFF

8877 Mr. Montgomery: What do you mean by "fixtures"?

The Witness: Charters; and it also gives a little market report each day.

Q. Do these publications report the actual charters? A. Actual charters.

Q. Is that what you mean by fixtures? A. Yes.

Q. That is, in the technical language of brokers, a vessel is fixed when she is chartered? A. When she is chartered.

8878 Q. In the course of your business on the line with Funch, Edye & Company, and during this previous experience, have you kept yourself acquainted with the charter rates? A. In a general way, yes, sir.

Q. And have you in the conduct of your business—is it necessary for you to be advised of the charter rates throughout the world? A. Oh, yes.

Q. What do you say was the general condition of the charter market—the freight market—in 1908 and 1909?

8879 Mr. Montgomery: That is objected to as immaterial, irrelevant and incompetent, and not the best evidence. If by that you mean what sort of rates obtained, &c., the statistics would be the best evidence, I suppose.

Q. I am asking generally now. You will answer, please? A. The freight market during 1908 and 1909 was on a low level.

Q. When, in your knowledge and experience, was there a change, if there was one? A. It commenced about the end of 1910 or 1911. It went up in 1912—was a very big year—

8880 very high rates in 1912.

Q. Was that confined to this country? A. Oh, no; that was the general condition.

Q. In your answer to my question just now; have you referred to world-wide conditions or merely to—— A. World-wide conditions during the end of 1911 and 1912.

Mr. Montgomery: I make the same objection to all of these questions.

Q. And in making these statements which you have, on what have you based them? A. On my general experience and what I have kept myself acquainted with during that time. 8881

Q. The facts that you are familiar with? A. The facts that I am familiar with.

Q. At my request have you prepared in tabular form a statement of the actual charter rates month by month during the years 1910, 1911, 1912 and 1913? A. Yes, sir.

Q. Are these the documents? (Showing witness papers.) A. They are.

Q. You prepared these yourself? A. I did. 8882

Q. I find you have eleven of these tables? A. Yes, sir.

Q. What do they represent—what is shown—I don't want an explanation, I want to know what they are about; what do they represent? A. There is one here that represents net form rates.

Q. What does that mean? A. Net form charter.

Q. What does that mean? A. That is a charter where the charterers pay the expenses at the loading and discharging ports.

Q. Is that a voyage charter? A. Yes, that is a voyage charter. 8883

Mr. Burlingham: We will call that "A."

Q. The next? A. Sugar from Cuba to North of Hatteras; that is ports north of Cape Hatteras.

Q. And this? A. This is cotton and voyage charters from Savannah.

Q. "D"? A. Timber; Gulf of Mexico to South Africa.

Q. "E"? A. Gulf lumber to the River Plate.

Q. "F"? A. Timber from Sapelo. 8884

Q. Where is that? A. That is in Georgia, to the U. K.—the United Kingdom or Continent.

Q. "G"? A. This is timber from the Gulf to the United Kingdom or Continent.

Q. "H"? A. This is time charter, West Indies, round voyages.

Q. "J"? A. Time charter trips across; that is, from the United States to Europe.

E CUT OFF

8885 Q. "K"? A. Case oil from New York and Philadelphia to the far East and Australia.

Q. "L"? A. Gulf Cotton to Europe. That is the United Kingdom or Continent. I would like to alter one part of that testimony, and that is as to when the advance in the market took place. I was speaking off-hand there. I think it occurred in the latter part of 1911; that is when the advance actually began.

Q. Taking up what you call the net form, Gulf to the United Kingdom or Continent, which I have called for con-
8886 venience "A," will you explain the principle on which you have made this up? You included the months, the years and— A. Yes, sir; right along, and a table of rates on the left hand side.

Q. On what denominations are those rates? A. Per ton of 2,240 pounds cargo.

Q. In what currency? A. English currency.

Q. And at the bottom I find eight and six; that is eight shillings and six pence? A. Yes, sir.

Q. And I find they range up to twenty-five shillings? A. That is right.

8887 Q. That is eight and six per ton of 2,240 pounds? A. Yes, sir.

Q. The line like a fever chart indicates the changes in the charter rates? A. Charter rates.

Q. During the period indicated? A. Yes, sir.

Q. Did you make this yourself? A. I made that myself, yes, sir.

Q. What do you say as to the accuracy of this? A. Those are actual charters done in my department.

Q. Oh, are they charters made by you? A. Made by me
8888 and my department.

Q. And have you annexed to this table and to each of the tables the actual data on which you based your calculations? A. I have.

Q. And are these charters which are annexed, for instance, net from charters on the second sheet connected with "A," charters that were actually made by you and your firm? A. They are.

Q. As thus indicated? A. As thus indicated.

Q. And are those correct? A. To my best knowedge.

Q. How do those 'arter rates—the various rates—net 8889
form—how do they npare with the prevailing charter rates here and throughout the navigable world? A. Well, you have got to pay a market rate for the tonnage.

Q. In other words, these are the market rates, are they? A. Market rates.

Mr. Burlingham: I offer in evidence tabular statements marked "A" with the second sheet giving the actual charters, to form the basis of the diagram itself, and ask to have it marked in evidence.

Mr. Montgomery: I object to it as immaterial, ir- 8890
relevant and incompetent.

Marked Defendants' Exhibit No. 39.

Q. Will you look at this diagram or chart marked "B," sugar, Cuba to North Hatteras; explain what the figures on the left-hand side of the chart indicate? A. That is the cents.

Q. Cents for what? A. Per hundred pounds.

Q. That is sugar charters-- A. From Cuba.

Q. Are made in cents per hundred pounds? A. That is 8891
right.

Q. And they range from—on this chart—from seven cents per one hundred pounds to twenty cents, is that right? A. That is right.

Q. Does what you stated previously of the chart "A" —does it apply to this? A. Yes.

Q. And to all of them? A. Yes, sir.

Q. Are all based on actual charters made by you? A. Actual charters.

Q. And those charters represent the charter rate pre- 8892
vailing at the time? A. Yes.

Q. Generally? A. Generally, yes, sir.

Q. And they are correct? A. To the best of my knowledge.

Mr. Montgomery: Take on this chart "B," for example, is every one of the charters that is shown on the second and third pages of "B" in exactly the same form? That is, you use a blank form and nothing differs except the rate and the port?

T OFF

8893 The Witness: That is all. There may be one or two changes of port; that applies perhaps to a different port of loading or something of that kind; but in a general way these charters are made on certain lines. For instance, there may be a port where they are loading where the ships cannot load altogether inside and you might have to have a clause in there covering some lighterage outside or something of that kind.

Mr. Montgomery: But that would not be indicated in the rate?

8894 The Witness: No.

Marked Defendants' Exhibit No. 30.

Mr. Montgomery: I make the same objection to the admission of that in evidence.

And that charter is a familiar form of charter, is it, for the Cuban sugar chartering?

The Witness: Yes, sir.

Mr. Montgomery: That is the name of that particular form?

The Witness: That is the name of the form; the

8895 name of the charter which we have printed and which we use for all that business.

Q. Are all of these eleven charters which you chartered in the eleven diagrams commonly used forms? A. Yes, sir.

Q. And as Mr. Montgomery requests, will you kindly furnish him with blank forms of those charters? A. Yes.

Q. Now, taking up the cotton form "O," the rates ranging from 20 shillings to 30 shillings are what? A. Per net registered ton.

8896 Q. Per net registered ton of the steamer? A. Of the steamer.

Q. Is that the method by which steamers for cotton are chartered? A. Yes, sir; always chartered on that form.

Q. Form "O," is peculiar to you, or is it generally known in the trade? A. Generally known in the trade.

Q. I mean would the exchange form "O," signify a certain form of charter? A. All over the world. That is as far as the cotton business is concerned.

Q. It seems to be a very exceptional thing to charter per registered ton? A. Yes, sir.

Q. Is there any other article of commerce for which vessels are chartered under that form? A. Not in general. 8897

Mr. Burlingham: I offer this statement in evidence.

Mr. Montgomery: I make the same objection.

Marked Defendants' Exhibit No. 31.

Q. I show you a chart "Timber, Gulf to South Africa"; the figures on the left-hand side are shillings, are they? A. Shillings.

Q. Ranging from 90 to 125 shillings? A. Yes, sir. 8898

Q. And that is per standard, I assume? A. Standard.

Q. And a standard is what? A. 165 cubic feet.

Q. That is about four—— A. About four tons of timber.

Q. Annexed to all of these are the data on which you base it? A. Yes, sir.

Q. This shows a rise from 97 shillings and 6 pence in January, 1910, to 120 shillings in 1911 and 130 shillings in January, 1913, does it not? A. Yes, sir.

Q. Is that true and correct? A. That is correct, sir.

Mr. Burlingham: I offer this in evidence. 8899

Mr. Montgomery: I object to its admission as immaterial, irrelevant and incompetent.

Marked Defendants' Exhibit No. 32.

Q. Going back to the Savannah cotton charters, for convenience kindly state what the range was from 1910 to 1913. Beginning in March? A. Commencing in April, 1910, it was 22 and 6 pence and it went from there to 30 shillings in September and October, 1910.

Q. And then dropping to 26 and 3 in February, 1911? A. That is right. 8900

Q. It rose steadily until it reached 58 and 9 pence? A. 58 and 9.

Q. In November, 1912? A. Yes, sir.

Q. Since which time it has dropped to 33 and 9 pence in October, 1913? A. That is right.

Q. Going back also to the sugar charters from Cuba to North Hatteras, kindly state what the line of change was? A. Commenced in January, 1910, at 9 cents——

T OFF

8901 Mr. Montgomery: I object. Isn't it rather a matter of argument in the brief, Mr. Burlingham?

Mr. Burlingham: No, he knows it and can testify to it and I want to save myself and you a lot of trouble. I think it will be far more convenient without having to turn to another volume if you could have here what the range was.

Mr. Montgomery: I think that is rather indefinite, and I would prefer to have the documents speak for themselves, and I ask to have that stricken out, and
8902 the same objection to the balance of it.

Mr. Burlingham: All right; all taken subject to your objection.

Q. Go ahead. A. It fell to 8 cents in April and May and then rose to 9½ cents in January, February and March, 1911. Then it fell away to 8½ cents in July and August, and then it rose to 16 cents; rose steadily to 16 cents in February, 1912. Then it fell back to 12 cents in June, 1912, and then it rose to 17 cents in November, 1912, after which time it fell steadily to 11 cents in March, 1913, and
8903 the last fixture we have here is in July, 1913, at 12 cents.

Q. Will you kindly turn to what is Exhibit No. 29, net form, Gulf to United Kingdom or Continent and give us the line of rates? A. In August, 1910, the rate was 9 shillings per 2,240 pounds; and it rose to 13 and 6 in October, 1910; it dropped to 11 shillings in August, September and October of 1911, after which it went to 17 and 6 in January, 1912; then back to 15 and then in May to 12.

Q. And then rose— A. And then rose steadily to November, 1912, 25 shillings, after which it declined to 8 and
8904 6 pence at the beginning of 1914.

Q. Steadily? A. Steadily; all through that year.

Q. Now kindly look at the chart for timber to the River Plate, ranging from 100 shillings to 195 shillings—I assume that is per standard? A. Per standard.

Q. Give the course of the rates? A. In February, 1910, the rate was 105 shillings; it went up to 117 and 6 in October of 1910, then dropped to 110 in November, 1910, then rose steadily to 136 and 3 in August, 1911, then down to 125 shillings in September, 1911. Then with some varia-

tion it advanced to 192 and 6 in November, 1912, after 8905
which it fell to 152 and 6 in June, 1913. Then a little reaction and it went up to 170 shillings in August, 1913, since which time it has dropped to 102 and 6 in the early part of 1914.

Q. A steady drop that was? A. A steady drop.

Mr. Burlingham: I offer that with the charters annexed to it in evidence.

Mr. Montgomery: I make the same objection.

Marked Defendants' Exhibit No. 33.

8906

Q. I show you the chart "Timber from Sapelo to the United Kingdom or Continent." Sapelo is a Georgia port, is it? A. Yes, sir, a port in Georgia.

Q. Near Brunswick? A. Near Brunswick.

Q. And is this a familiar form of charter? A. The same form as we use for the River Plate timber.

Q. It ranges on your table from 60 shillings per standard to 115, is that right? A. That is right.

Q. Will you kindly state what the line of the chart shows? A. January, 1910, it commenced at 68 shillings 8907
and 9 and then it advanced to 80 shillings by December, 1910, after which it fell away to 73 and 9 in February and March, then rose steadily to January, 1912, when the rate was 105 shillings; it fell away from that to 97 and 6 in April, 1912, and then rose slowly until April, 1913, to 105 shillings; it then dropped to 80 shillings about October, 1913.

Mr. Burlingham: I offer that in evidence.

Mr. Montgomery. I make the same objection.

Marked Defendants' Exhibit No. 34.

8908

Q. I show you the chart for Timber Gulf to the United Kingdom or Continent, the rates ranging on your table at the left from 60 shillings to 140 shillings per standard; state the course of the charter rates? A. January, 1910, the rate was 75 shillings; it dropped at the end of April to 68 and 9; it then rose to 85 shillings in November and December of that year, after which it declined to 72 and 6 about April, 1911; it then rose with

JT OFF

8909 slight variations until September, 1912, the rate was 136 and 3, and then in November it was 135 shillings, after which it declined steadily until the beginning of this year, when the rate was 70 shillings.

Mr. Burlingham: I offer this in evidence.

Mr. Montgomery: I make the same objection.

Marked Defendants' Exhibit No. 35.

Q. Next I show you the chart based on time charters to the West Indies, round voyages; these range from 2 shil-
8910 lings to 10 shillings, is that per ton? A. Per ton; total dead weight of the vessel.

Q. Forty cubic feet? A. No, total dead weight carrying capacity, including bunkers and stores and water. The entire carrying capacity of the vessel.

Q. It is not based on the tons carried but based on the carrying capacity of the vessel? A. Carrying capacity of the vessel. The total dead weight including the bunkers, stores and water, and therefore, the ship was not on time.

Mr. Montgomery: It has nothing to do with
8911 measurement, but per ton weight.

The Witness: Per ton weight; not weight of the goods, but what the ship could carry.

Mr. Montgomery: What can be put in the ship without sinking, is that it?

The Witness: Yes, sir; it is the total dead weight capacity of the vessel.

Q. That is the method in which charters are made for this trade, is it? A. Yes, and these rates are per month;
8912 these rates are for the general total dead weight capacity per month.

Q. Now, referring to this chart tell us what the course of rates for time charters to the West Indies, round voyages, was in those years, 1910 to 1913 inclusive? A. In January, 1910, the rate was 3 shillings; it dropped to 2 and 9 in February and advanced to 4 and 3 about October of that year; after one or two lapses it advanced steadily until February, 1912, when the rate was 8 and 3 pence.

Q. Then it was 4 times what it had been at the begin-

ning? A. Yes, sir. Well, not four times, three times; a 8913
little under three times.

Q. Go on? A. Then it declined from there to 5 and 3 in May, 1912, after which it advanced to 7 shillings in December and January, December, 1912, and January, 1913; it then dropped until in December, 1913, the rate was 3 and 3.

Mr. Burlingham: I offer this in evidence.
Mr. Montgomery: I make the same objection.
Marked Defendants' Exhibit No. 36.

8914

Q. Now, refer to the one marked "J," Time Charter, Trip Across; what does that mean, trip across the Atlantic? A. Trip across the Atlantic; that is what they call a trans-Atlantic voyage; delivered here and re-delivered on the other side, that is, the United Kingdom or the Continent.

Q. And these are time charters? A. Time charters.

Q. How are they chartered; what does the 2 shillings rising to 15 shillings indicate? A. Total dead weight capacity per month.

Q. The same as the West Indies? 8915
A. Same as the West Indies time charters.

Q. State what the line was? A. In January and February, 1910, it was—the rate was three shillings, then with some slight variation during the first six months of the year it advanced to 5 and 6 by October of that year; then it dropped to a basis between 3 and 6 and 4 shillings until the middle of 1911; then it commenced to advance steadily until about December the rate was 7 and 6, which it maintained for six months, and then, after a decline to 7 shillings in July, 1912, it advanced rapidly to 14 shillings about 8916
November, 1912; it then declined to 8 and 6 in the early part of 1913, and after reaction to 10 shillings in March, 1913, it declined to 4 and 6 about the beginning of this year.

Q. Then the charter rate obtained in November, 1912, 14 shillings, was more than four times what it was in January, 1910? A. Yes, sir.

Mr. Burlingham: I offer that in evidence.
Mr. Montgomery: I make the same objection.
Marked Defendants' Exhibit No. 37.

CUT OFF

8917 Q. Now, refer to what I called "K," Case Oil, Far East and Australia, the figures on the left range from 12 to 50 cents, is it? A. Yes, sir.

Q. Is that per case? A. Per case.

Q. These charters, then, are made at so many cents per case? A. Per case, yes, sir.

Q. To the Far East and Australia? A. Yes, sir.

Q. Is that a common form of charter? A. Absolutely; it is the oil companies own form of charter, it is the one they prepared themselves.

8918 Q. Now, give the line of those? A. In January or February, 1910, the rate was 14 cents a case; it advanced to 18 cents by May of that same year; then declined to 14½ cents about August; after which it advanced to 21½ cents about January, 1911; then it rose slowly to May, 1912, when the rate was 27 cents; then it rose steadily until February, 1913, when the rate was 37 cents, after which it declined to 21 cents about the beginning of this year.

Mr. Burlingham: I offer that in evidence.

Mr. Montgomery: Same objection.

8919 Marked Defendants' Exhibit No. 38.

Q. I show you the chart "Gulf, Form 'O', Cotton"; that ranges from 28 shillings and 3 pence to 18 shillings per what? A. Per net registered ton.

Q. And the course of the rate in these four years was what? From 28 and 3 in March, 1910, to 38 and 9 in October, 1910. In 1911, January, it was 40 shillings, and at the end of February it dropped to 31 and 3, after which, with variations, it advanced until November, 1912, when the rate was 78 and 9; then it declined to 46 and 3 in July,

8920 1913, and then there was a reaction upwards to 56 and 3 in August, 1913, after which it declined to 83 and 9 in November, 1913.

Mr. Burlingham: I offer this in evidence.

Mr. Montgomery: Same objection.

Marked Defendants' Exhibit No. 39.

Q. Now, I understand, Mr. Armstrong, that this charting of yours represents actual charters made by you and your firm? A. Yes.

Q. What do you say as to how these compare with other charters made by other ship brokers here and in other ports at those periods? A. I think that these charts are a fair indication of the market conditions when the charters were made. 8921

Q. Do you know that? A. Oh, yes, sir.

Q. And you base that statement, of course, on your experience and acquaintance with the charter market? A. Yes, sir.

Q. Here and throughout the world of which you have spoken? A. Yes, sir.

8922

Cross-Examination reserved.

Hearing adjourned to Wednesday, May 13th, 1914, at 11 o'clock, A. M., at the office of Messrs. Burlingham, Montgomery & Beecher, No. 27 William Street.

New York, June 25, 1914.

Hearing resumed pursuant to adjournment. 8923

APPEARANCES:

ERNEST E. BALDWIN, Esq., and STANLEY D. MONTGOMERY, Esq., for the Petitioner.

Messrs. SPOONER & COTTON; by J. C. Spooner, Esq., for Paul Gottheil, *et al.*

Messrs. BURLINGHAM, MONTGOMERY & BEECHER; by Charles C. Burlingham, Esq., for Frederick T. Busk, *et al.*

Messrs CONVERS & KIRLIN; by M. W. Maclay, Jr., Esq., for Prince Line, *et al.* 8924

PAUL GOTTHEIL, recalled.

Cross-Examination by Mr. Baldwin:

Q. Upon your direct examination at the last hearing you testified concerning a line known as the Monarch Line, and you said they finally went into bankruptcy because of the unprofitable conditions; and that the National Line, you did not think was very much better. How long ago was

CUT OFF

8925 that? A. The Monarch Line was formed in 1881 and went out of business in 1887.

Q. Where did they run from? A. London to New York and back.

Q. And it did not go into the Brazilian trade at all? A. No, sir.

Q. When was the National Line formed? A. National Line was formed about——

Q. Approximately. A. About 1863.

Q. 1863? A. Yes, sir.

8926 Q. And went out of business when? A. It was bought up by the Atlantic Transport Company somewhere around 1889, speaking from memory. The dates are not, the years are not clear.

Q. Well, I suppose you were not in the shipping business in 1863, were you? A. No.

Q. And I suppose you had no connection with the Monarch Line or with the National Line? A. No, sir.

Q. And you have no personal knowledge of any kind why it went into bankruptcy, or ceased to do business, I suppose, personal knowledge? A. Well, personal knowledge

8927 to this effect that I was actively in the business at that time when the Monarch Line was first formed, and was operating.

Q. Well, you had no connection——

Mr. Burlingham: Let him finish.

A. (Continuing.) And I had therefore, a general knowledge of what they were doing.

Q. I did not ask you for general knowledge. My question was whether you had any personal knowledge? A.

8928 I had no personal knowledge connected with the Monarch Line.

Q. Will you kindly answer my question. You had no personal knowledge at all, did you, as to the conditions surrounding its ceasing to do business? A. I would not like to admit that.

Q. Had you any access to its books? A. No, sir.

Q. Did you ever examine into its condition, or its books? A. No, sir.

Q. Did you ever attend any meeting of the creditors or 8929
anything of that kind, connected with it? A. No, not any meeting. I knew there were creditors there.

Q. I didn't ask you about that. I asked you whether you attended any meeting, and will you kindly answer the question yes or no? A. I have answered the question.

Q. You did not answer it as I asked it? A. I think it should be answered fully.

Q. Mr. Gottheil, I want you, so far as you are able, to answer my questions yes or no, and they are going to be comparatively short. If you have other matters with ref- 8930
erence to the questions which you wish to bring out, you have counsel here to do that on the re-direct examination; but I have a right to confine you to my own questions, if I see fit. A. I understand that. But you will pardon me, but I presume I have the privilege of taking notes if I wish, to amplify any questions which I wish to be amplified.

Q. You can take any notes you want to. I do not object to your doing anything you wish, except I wish you to answer my questions, to make them responsive, that is all I ask. Now, I will repeat my question: then, so far as any testimony you have given concerning the Monarch Line or 8931
the National Line, you did not speak with any first-hand knowledge about it, did you—yes or no? A. I would like to know what first-hand knowledge is.

Q. Personal knowledge, as distinguished from hearsay? A. Well, there is more knowledge than hearsay.

Q. I have put the distinction, and I am asking you to answer it in that way. A. I would like to answer it, Mr. Baldwin, without any difficulty, but I want to have it understood that I have some rights in the matter.

Q. Well, we will have to go to Court to have it estab- 8932
lished, if you don't answer this question.

Mr. Baldwin: Repeat the question.

Q. So far as any testimony you have given concerning the Monarch Line or the National Line, you did not speak with any first-hand knowledge about it, did you, yes or no? A. I did to a certain extent.

Q. What does your personal knowledge or first-hand knowledge consist of? A. It consists of the rates of

E CUT OFF

8933 freight, taken at that time, by these companies, which from my general knowledge of the business made me conclude that it would not have been profitable.

Q. You draw a conclusion, then, from the rates then obtaining, and that they were not profitable, generally speaking? A. Yes, sir.

Q. Then, your statement on your direct examination that the Monarch Line went into bankruptcy because of unprofitable conditions, was derived from the knowledge that you have just now stated, and not from any other source,
8934 is that so? A. I know it went into bankruptcy.

Q. No, answer the question. A. Yes, sir, except that everybody knew, it was public property, that the Monarch Line had to go into bankruptcy, or the Exchange Shipping Company, which owned the Monarch Line, and the ships were sold to the present Armour Line.

Q. Well, you never had access to their books, or examined any of their statements, or knew about any relations between them as to what profits they made, did you? A. No, sir.

8935 Q. You had no personal knowledge whether or not any other conditions entered into the fact that they finally did cease business, or, as you say, went into bankruptcy? A. No.

Q. Now, you testified that the Hamburg-American Line had strong competition from a line known as the Eagle Line—do you remember that? A. Yes, sir.

Q. It was a hard fight between them for the freighting traffic? A. Yes, sir, brought both the companies nearly to ruin.

8936 Mr. Baldwin: I did not ask him that. I move to strike out the latter part of that answer.

Q. In what trade was the Eagle Line engaged in at that time? A. New York to Hamburg.

Q. And the Hamburg-American Line at that time was engaged in the same trade? A. Yes, sir.

Q And the result of that strong competition was that the Hamburg Line bought out finally the Eagle Line? A. Yes.

Q. Now, there was another line known as the Carr Line, in that service, was there? A. The same service, later.

Q. Freight service? A. Freight and steerage. 8937

Q. What was the year of the Carr Line? A. In the early eighties.

Q. How long had it been in business? A. At that time?

Q. Yes, at the time it was bought out or absorbed by the Hamburg-American Line? A. You mean how long they were fighting?

Q. How long it had been in business, whether they were fighting or otherwise? A. Six or seven years.

Q. Do you know how many vessels they had—what I wish to bring about is as to the size of the line? A. Four 8938 vessels the Carr Line had.

Q. How many vessels did the Eagle Line have? A. Seven.

Q. They didn't do any passenger business, any one of those two lines, did they? A. The Eagle Line brought out the finest passenger ships of the time.

Q. When did it go out of business? A. April, 1875.

Q. Now, the Hamburg-American Line was a large line at that time, wasn't it? A. Yes, sir.

Q. Had a great deal of tonnage? A. Yes, sir.

Q. It was one of the world's recognized large lines, 8939 wasn't it? A. Yes, sir.

Q. And the result of this competition that was between these two lines, and the Hamburg-American Line, finally resulted in the Hamburg-American Line absorbing both? A. No.

Q. You stated that it bought out the Eagle Line, and in your direct examination that they absorbed the Carr Line, which is the same thing, is it not? A. Well, the process was a little bit different.

Q. But it resulted in the same thing? A. Practically, 8940 yes, sir, excepting the Carr Line, before it was bought out, had made arrangements with the Sloman Line, and together they had a fleet of eight steamers, which was called the Union Line.

Q. And finally the Hamburg-American Line took over the Union Line, as you call it? A. No, the Hamburg Line, first there was a peace arrangement made with the Carr Line and the Sloman interests, they took over the Carr boats, and the Sloman Line continued the service, as

8941 Sloman's Union Line, which was under an agreement between those two companies, by which all competition was eliminated, and we finally bought out the Union Line.

Q. Who bought it, the Hamburg-American Line? A. Yes, sir, and is still running it.

Q. What years were embraced in this competitive period, we are now speaking about, that is to say as affecting the Eagle Line and the Carr Line? A. Well, the Eagle Line started operations in the end of 1873, and the United States had gone through in the early part of September of that
8942 year, had gone through an extreme financial crisis—the crash—which happened somewhere around in the early part of September, and business at that time was very poor, but the trouble really was this,——

Q. (Interrupting). I didn't ask you that. My question was what were the years, and I did not ask anything more? A. All right, I won't answer it. Have it your way. I thought you wanted to know something.

Q. I am asking you what years were embraced in this competitive condition between the Eagle Line and the Carr Line, as against the Hamburg-American Line? A. The
8943 Eagle Line, from the end of 1873 until April, 1875, and the Carr Line from the early eighties until about 1889.

Q. Now, you said you were at one time in the service to Marseilles, which ran in opposition with the Fabre Line. What was the name of that company? A. The National Steamship Company of Marseilles.

Q. That was a French corporation? A. Yes, sir.

Q. How long did that last? A. Two or three years.

Q. And how many boats did they run? A. Four.

Q. And how many boats did the Fabre Line run at the
8944 same time? A. I should judge about the same.

Q. What is the nationality of the Fabre Line? A. French.

Q. That is still running? A. Yes.

Q. That is one of the large concerns, as they obtain today? A. Yes, sir.

Q. What happened to this National French Line, that you speak of—was it absorbed by the Fabre Line, or did it simply go out of business? A. It dropped the New

York trade, the New York to Marseilles trade, and con- 8945
tinued other trades it was engaged in.

Q. Was it organized originally for competing with the Marseilles trade, between New York and Marseilles? A. No, sir.

Q. They simply started this line of service? A. Started it, yes, sir.

Q. And it continued in that service of business, about how many years? A. About two or three years, I said.

Q. Now, what was this Scandinavian-American Line, when was that formed? A. The Scandinavian-American 8946
Line is a trade name, the same as the White Star is a trade name.

Q. And how do you pronounce this one? (Indicating). A. Thingvalla Steamship Company it was known as at that time.

Q. How many boats did they run? A. It was running two boats at that time.

Q. When it started? A. No, sir.

Q. Just two boats in the whole service? A. No, when they started they ran two boats, monthly sailing.

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Q. From where? A. From Copenhagen to New York by way of Christiania.

Q. How long did it remain in business? A. This was expanded by a fleet of three freight steamers, which were added in 1881, and established a fortnightly regular passenger and freight service.

Q. What other line ran into this port at that time? A. A little later?

Q. No, I mean at that time? A. Well, about that time whilst this competition was running?

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Q. Yes. A. None at that time.

Q. Now, you say it remained in business how long? A. The Thingvalla Line, the name was changed.

Q. Well, either under that name or another name—how long did it continue in business? A. Until the early part of this century. I don't know exactly—until the beginning of 1900—I don't remember exactly.

Q. And was it discontinued then? A. It was bought out by the United Danish Steamship Company.

CUT OFF

8949 Q. Are they still running that service? A. Yes, sir.

Q. Then, before it was bought out by the United Danish Steamship Company, it had no competition between the ports I have mentioned? A. Yes, sir, it did.

Q. Well, for a time, for a portion of the time it had not? A. It had strong competition.

Q. I asked you a moment ago whether during the time the Thingvalla Line was running, it had any active competition, and you answered no. A. You said any other line to Copenhagen. Competition is different.

8950 Q. It had no direct competition? A. It had during its existence.

Q. What portion of its existence? A. A number of years.

Q. How many years did it have, up to the time it was purchased by the United Danish Steamship Company, how many years did it operate without any direct competition between these ports, between New York and the Danish ports? A. I have no distinct recollection of the exact date, when competitive services were established.

Q. You can approximate it? A. I know they were. I

8951 can name them.

Q. You also know there were a number of years that it did not have any direct competition? A. Yes, there were.

Q. And do you say now that since it has been taken by the United Danish Steamship Company, it has strong or direct competition? A. Yes, sir.

Q. What line? A. There is the Norway-American Line, there is the Sweden & Norway Line.

Q. Touching the same ports? A. The same section.

Q. The same service? A. The same section, and the Rus-

8952 sian-American Line. May I explain that a little?

Q. No, I will go right ahead. You will have an opportunity to do that later. Does the Hamburg-American Line run in that service? A. Indirectly, yes, sir.

Q. When, in what years? A. In the eighties, they established what is known as the Scandia Line.

Q. Does the Hamburg-American Line own or control any one of these companies you have just enumerated which were in competition there? A. No, sir.

Q. Did all of these lines have a regular service from New York? A. No.

Q. The United Danish Line is the only one that had a 8953
regular service? A. No.

Q. Does it have a regular service? A. It has a regular service, but it is not the only one.

Q. What other lines to those ports have the same service? A. The Norway American Line and the Russian.

Q. I asked you if this line had a regular service, if those other lines had the regular service, and you said no. A. You said was it the only line that had a regular service.

Q. Well, I ask you if any of those lines have a regular servic ? A. Yes, sir.

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Q. Which ones do? A. Outside the Scandinavian American Line?

Q. Yes? A. The Norway-American and the Russian East Asiatic.

Q. Now, you have no connection with any of those lines, have you, you are not the agent for them? A. Agents for the Scandinavian-American Line.

Q. To-day? A. Yes, sir.

Q. You have no connection with any other lines that were mentioned, that are in competition? A. No, sir.

Q. What relation, if any, did you have to the Guion Line, 8955
at that time, which you testified about? A. No personal relation.

Q. Now, you testified that Rankin, Gilmour & Company established a fortnightly service of freight boats between Rotterdam and New York, and when they found the business unprofitable because of competition, they withdrew from the trade, you remember that testimony? A. Yes, sir.

Q. What connection, if any, did you have with Rankin, Gilmour & Company? A. None at that time. 8956

Q. What were the years that they were in business? A. Speaking from memory, about 1893, or 1894.

Q. How long were they in business, in that service? A. About two years.

Q. I suppose you never had any access to their books or had any relations with them whatsoever? A. No.

Q. You never saw their balance sheets, or anything of that kind, or knew what their profits or losses were? A. No.

CUT OFF

8957 Q. When you stated that they withdrew from the trade because they found business unprofitable, are you speaking now of any personal knowledge of that business? A. No.

Q. Did you ever have any connection with the firm of Messrs. T. Hogan & Sons? A. No.

Q. Your statement that they withdrew from that business because of competition, because the competition made it unprofitable, is not made from any personal knowledge of their business? A. No.

Q. You said that the two of those, in the early eighties
8958 had a service of freight steamers to Havre and that the unrestricted competition drove them out of the field; that is the competition with the French Line? A. Yes, sir.

Q. When was that in business? A. I should say it started in towards the end of the seventies.

Q. And how long did they last? A. About ten years, I think.

Q. During that time did the Eagle Line maintain a pretty regular service? A. Yes, sir.

Q. Well, did they just go out of business or were they
8959 bought out or absorbed, or what happened to them? A. They left the trade.

Q. And went into some other line? A. Something.

Q. Are they still in business? A. No.

Q. After they went into the other lines, then they continued for how long? A. I mean other lines of business, other service,—oh, several years.

Q. Finally they went out of business altogether? A. Finally, yes, sir.

Q. Do you know about when they finally ceased doing business? A. Somewhere about the middle of the eighties,
8960 —I mean about 1885, something like that.

Q. Well, you stated that these particular lines that we are talking about were driven out of the field because of the unrestricted competition? A. Yes.

Q. Were there other lines serving the same trade besides the French Line, and these lines? A. No.

Q. And then it was simply competition between these two? A. Yes, sir.

Q. The French Line was a very large corporation? A. Yes, sir.

Q. Subsidized by the French Government? A. Yes, sir. 8961

Q. And this other line had now many other vessels? A. Six.

Q. As against how many of the other line, the Fabre Line? A. I presume the Fabre Line had about the same number, but these were freight boats, and the French Line steamers were passenger boats, larger boats.

Q. Didn't the French Line run any freight steamers? A. Not at that time.

Q. I mean exclusive of the passenger steamers? A. No, sir.

Q. How did the boats of the two lines compare? A. Our 8962
boats were moderate sized boats of medium speed, and very inexpensive to operate. The French Line Boats were passenger steamers with more speed and very expensive to operate.

Q. And notwithstanding that, they were able to drive your line out of business, is that it? A. Yes, sir.

Q. Did your line maintain a regular service? A. Yes, sir.

Q. And did the French Line also? A. Yes, sir.

Q. How about the rates at that time—did you cut the 8963
rates much? A. Yes, sir, it varied considerably.

Q. Well, how did they vary, from week to week, or from day to day or from month to month? A. They varied from day to day.

Q. Every day? A. Sometimes.

Q. Is it true that this French Line service to Havre is of a rather peculiar nature, and in order to make it pay you have to have a combination of passenger and freight service? A. No, sir.

Q. You say that is not so? A. No, sir. 8964

Q. You say that is not true? A. No more true there than any other trade. May I give an example.

Q. No. You will be allowed to bring out all the examples you want to through your own counsel. Did you have any connection with the United States Brazil Steamship Company established in 1883? A. No, sir.

Q. You were asked on direct-examination as to what caused the bankruptcy of that company, and your statement was "Bad business, perhaps also bad management."

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8965 Do you consider this the prime reason why that company failed, with their subsidy? A. You say with their subsidy?

Q. Yes, you say they had one? A. It was a subsidy of $100,000 from the Brazilian Government. That was all.

Q. Would you say the main reason for its failure was bad business, bad management? A. Yes.

Q. And do you wish to correct the statement you made on your testimony when you stated that this United States Brazilian Company was subsidized by the United States Government? A. I don't remember that I said the United

8966 States Government. The testimony may be there.

Q. Do you want to correct it? A. I wish to correct it to this effect, that the Brazilian Government paid to the company about $100,000 subsidy, and the United States Government paid to the company for the mail actually carried.

Q. Well, that is true of all the mail lines, to the United States? A. Yes, sir.

Q. But you don't want it to go on the record here, as your stating or giving the Court the inference that the United States Government subsidized that line, do you? A. If the record so states——

8967 Q. (Interrupting.) I am giving you the opportunity to correct it? A. I have corrected it.

Q. I will put the question again. Your answer mixes up subsidy and the payment for the mail, and I want to differentiate it clearly upon the record. You don't mean to give the impression here that the United States Government subsidized that company? A. No, sir.

Q. Now, the vessels of that line ran between New York and the South Brazil ports, didn't they mostly? A. No, sir.

8968 Q. Well, the Brazil ports? A. South of Brazil, as far as Rio de Janeiro.

Q. Was that all? A. I am not clear on that point. It did go eventually as far as the River Plate.

Q. It was not in any conference agreement with the other lines at that time, was it? A. There was no other line.

Q. Then, it didn't have any competition at all directly? A. It did, the last four years of its existence.

Q. What line? A. The Sloman Line.

I wish to correct the statement made by me in the record on page 2648.

Q. Has that anything to do with my question at the present time? A. Yes, sir; wherein I have stated that the Sloman Line came into existence in 1893. It should have been 1889, that was in opposition to the Brazil and New York Line. 8969

Q. Did they run a regular line? A. Yes, sir.

Q. And this is the same line which ultimately was absorbed by the Hamburg-American Line? A. By the Union and then by the Hamburg-American.

Q. There never was any conference arrangement between the Sloman Line and this United States & Brazil Steamship Company? A. No, sir. 8970

Q. I suppose you never had any relations with the United States & Brazil Steamship Company, you yourself, did you? A. No, sir.

Q. And never had any personal knowledge of its affairs? A. No, sir.

Q. Now, during the time that there was this competition between the French Line which you have mentioned, which you were agents for, and the Merchants Express Line, and the French Line, how were the rates? Were they on an average any higher during the competition than they were before or after it? A. Competition always brings about lower rates. 8971

Q. And you immediately started by lowering the rates? A. Not necessarily. It was started to get business.

Q. And in order to get business, you had to cut the rates? A. Yes, sir.

Q. And when you cut the rates the other side cut them? A. Yes, and vice versa.

Q. Now, you testified at some length on your direct examination as to the value of the conference, and among other things, you said that the conference established a uniformity of rates, and were enabled to contract therefore large quantities of cargo which a single service could not possibly undertake? A. Yes, sir. 8972

Q. Isn't it a fact that the United States Steel Products Exporting Company had a very large contract in the building and supplying of the Manchurian Railroad, and that it was finally constructed by one line that was not in the conference, in the far Eastern trade, of course? A. I don't think that is substantially correct.

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8973 Q. Well, does it embrace the essentials of the facts? A. I think not.

Q. Well, isn't it true that the United States Steel Products Export Company made application to the lines that were in the Asiatic conference, to have their products delivered at the port Dalny and the conference did not, or declined to, quote them satisfactory rates and they finally delivered all of their products at the port of Dalny, and practically created the facilities there through the American & Manchurian Line, which was not in the
8974 conference? A. The United States Steel Products Export Company had shipments for the Railroad at Dalny. It did not build the Manchurian Railway.

Q. Well, it shipped locomotives and all kinds of materials for the purpose of constructing that railroad, didn't it? A. No, sir, it did not.

Q. Didn't it ship any locomotives at all? A. No, sir.

Q. Yes it did, just the same. A. No, sir, the American Locomotive Company shipped them.

Q. Well, whatever it did ship, it was a very large ship-
8975 ment, wasn't it, a very large contract? A. Yes, sir, a considerable contract, yes.

Q. The largest contract that has ever been made for that trade? A. For that trade, yes, sir.

Q. Isn't it true that that company endeavored to get satisfactory rates from the lines that were in that Asiatic conference, and were unable to do so? A. The question was different.

Q. Answer my question, is that true or not true? A. Not altogether.

8976 Q. Well, isn't it true that they finally made arrangements through the American Manchurian Line, by which all the products they were committed to deliver there, they did deliver? A. Yes, sir.

Q. And that it was a very large commitment? A. Yes, sir.

Q. Running into the millions of dollars worth? A. I have not carried the figures.

Q. Didn't it run into millions of dollars? A. I don't know, I have no direct personal knowledge.

Q. That is one of the things in the shipping trade that you have not heard of? A. I said I didn't know about the millions of dollars. I know it was a large contract, but I have no personal knowledge about the dollars. 8977

Q. Were you personally called upon to quote rates to the United States Steel Products Export Company for any of those shipments? A. No.

Q. Was your firm? A. Not so far as the Steel Company, no, sir.

Q. By any person on behalf of the Steel Company? A. Not that I remember. I am ready to give you the explanation, if you wish it. 8978

Q. Were you called upon to quote any rates to the American Locomotive Works? A. I don't remember that.

Q. You attended what was known as the New York Committee of the East Asiatic Conference, didn't you? A. One of the committees.

Q. You know, don't you, the the Steel Products Company, and the American-Manchurian Railway Company both tried to have a quotation of rates on commitments to be sent to Dalny? A. Yes, sir, that I can say.

Q. The application was made to the conference, you know that, don't you? A. Yes, sir. 8979

Q. And you know that the conference quoted a rate to both? A. I think so, yes.

Q. And don't you know that both of those companies declined to contract at those quoted rates? A. I don't know.

Q. Don't you know as a matter of fact that because they could not get a satisfactory rate from the conference, was the reason for the origin of the American-Manchurian Line? A. I have no personal knowledge of the reason for the establishment of the American-Manchurian Line. 8980

Q. You testified here to a knowledge which you had, outside of personal knowledge, just as general knowledge, which a shipping man with the large experience of yourself would have. Now, in view of the fact that you were on one of the committees of the East Asiatic Conference, do you mean to say you have no knowledge of whether that was not one of the reasons, at least, which led to the formation of the American-Manchurian Line? A. I can-

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8981 not tell what led to the establishment of the American-Manchurian Line, what was in the minds of those who created that service.

Q. Isn't it a fact that the American-Manchurian Line started at that time? A. Yes, sir, I believe so.

Q. And that was the line that carried those shipments of both companies? A. Yes, sir.

Q. And their very first steamers were engaged in carrying the commitments of those two companies, isn't that right? A. I believe so, yes, sir.

8982 Q. And do you know whether or not the conference was negotiating for a considerable period of time with either one or both of these two companies? A. There were quite considerable negotiations, yes, sir.

Q. And you know, as a matter of fact, that the conference did not get the shipments, don't you? A. Yes, sir.

Q. And don't you know, since you have been refreshing your recollection, that the reason was because the rates were too high—one of the reasons, at least? A. No.

Q. That was one of the reasons? A. I don't know.

8983 Q. Were you present at the time Mr. Lilly testified here on the Government side of this case? A. No.

Q. You know him? A. Yes, sir.

Q. He is connected with the American-Manchurian Line? A. Yes, sir.

Q. You were not here when he testified? A. No, sir.

Q. Did you read his testimony? A. No, sir, I did not.

Q. Were you present when Mr. Lilly was examined in the Asiatic case? A. No.

Q. You were present at no time when he testified? A. No, sir.

8984 Q. Were you present when Mr. Farrell testified in this case? A. No.

Q. Well, in any event, the shipments of the Steel Products Company, and the American Locomotive Company, to fulfill their contractual engagements for the Manchurian Railroad is one instance, at least, of where a line not in the conference was able to carry very large shipments, isn't it? A. Of course, there are plenty of others.

Q. Well, you have stated here that outside of the conference large contracts could not be handled? A. It depends on the nature of the contract.

Q. Then, there are contracts, which are very large, which 8985
can be handled by carriers not in the conference? A. Undoubtedly.

Q. And so it is not necessary to have the conference in order to handle a large commitment? A. It depends upon the nature of the commitment.

Q. Can't you answer yes or no, whether it does? A. Sometimes it does, sometimes it does not.

Q. What did you mean by the language that the conference established uniformity of rates, and by going into the conference were enabled to contract for large quantities of 8986
cargo which a single service could not possibly undertake? A. A single service cannot always meet the requirements of every trade. For example, the American-Manchurian Line shipments to Dalny were on a different basis entirely.

Q. What is the difference? A. If a merchant has a large contract for Brazil consisting of 50,000 cases of oil, divided over five months, shipments to be the first half of the month 5,000 cases and the second half of the month 5,000 cases, one line could not undertake it unless they have just that many sailings. That is a concrete example which could be 8987
amplified still further.

Q. Then it depended on whether or not that particular line was large enough, wouldn't it? A. Yes, sir.

Q. And if it was large enough, it would not have to be in the conference to serve that kind of a contract, would it? A. No, but a large line would be a monopoly.

Q. Well, every large line—— A. It becomes a monopoly pretty——

Q. Well, supposing the Hamburg-American Line, for instance, was to have offered to it a number of shipments of 8988
case oil, couldn't it handle it without being a monopoly? A. Not if its sailings are not sufficient to meet the requirements of the trade.

Q. That is, its facilities? A. Yes.

Q. But it could increase its sailings to meet the shipments? A. It could.

Q. Increase its facilities? A. If it suited it.

Q. Then, to get right down to the real meat of it it depends on whether the line is large enough, has facilities

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8989 enough, does it? A. If you can imagine or if you can make a line large enough to meet all requirements, yes.

Q. Well, would you consider that it takes a very large line to meet the example that you have just mentioned? A. Not this particular example, no.

Q. Well, whether or not the shipper is benefited largely by the conference depends entirely on whether or not his shipments are large enough so that if he is not satisfied with the conference rates or the rates quoted him, he can go out and charter vessels, isn't it? A. Yes.

8990 Q. That is right, isn't it? A. Yes.

Q. Well, using this example you have mentioned of so many cases of case oil, what is the necessity for their making a contract to ship with one company? What is the benefit to them to ship by one company, anyhow, if they have a large amount of cargo of that nature? What benefit is it to them as shippers to confine themselves to one company? A. Instead of what?

Q. Instead of taking and dividing it up in such lines as are available, I mean around the conference, instead of a company? A. If the conference is there they deal

8991 with the conference.

Q. Well, but if the conference is not there couldn't they get one company which is large enough to handle their business? A. Yes, sir, if it was large enough, yes, sir.

Q. There is no particular advantage, for instance, we will say, in the fact of the conference over any one company or line, if both quote a satisfactory rate and both have got the facilities, isn't that so? A. Yes, sir, that is right.

Q. Isn't it a fact that the Singer Manufacturing Com-

8992 pany shipments are all made by one line of the conference rather than the different lines constituting the conference? A. I don't know the details of the present conditions. I am not in charge of them.

Q. Well, isn't it true that just one line of the conference carries their shipments? A. I don't know the details.

Q. You don't even know that? A. No, sir.

Q. You attend the New York Conference right along, don't you? A. No, sir.

Q. Is there a member of your firm that does? A. Yes, 8993
sir.

Q. Which one? A. I don't know whether they have any meetings now at all. If they do why Mr. Sparks would attend.

Q. And the fact that so large a shipper as the Singer Company's shipments go exclusively over one line of the conference has not been brought to your attention at all? A. No.

Q. Do you remember whether it is a large shipper or not over the Conference Lines? A. I believe that they are con- 8994
siderable.

Q. And do you know whether your line gets any of it? A. I don't know. I don't follow the details.

Q. Now, you have testified of the advantage of the rates being stable and on a parity with the European rates in this trade. Now, during the time that there was competition in this Brazil trade, it was between the years 1903 and 1908, as I recall—is that right? A. Well, it was 1907 or 1908.

Q. Have I got that right, that is 1906 and 1907? A. 1907 and 1908. 8995

Q. Were the average rates below the European rates at that time of any one of these companies? A. Speaking of general knowledge or personal knowledge?

Q. Whatever knowledge on which you can rely, which you have of it? A. I have no direct knowledge of the European rates.

Q. Do you have any recollection of whether or not the rate which obtained during this competitive period, generally speaking, was lower than the rates that obtained from the European ports to Brazil? A. I have no doubt 8996
that they were.

Q. Well then, if they were lower, that gave the American merchants an opportunity, didn't it, to compete with the foreign merchants for the same trade on a better basis than the foreign merchants had during this competitive period? A. It did.

Q. Now, the rates that obtain here and have obtained under this conference are rates that are established principally, are they not, by the European Conference? A. Yes.

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8997 Q. And they publish a printed tariff? A. Yes.

Q. Which is modified from time to time with the consent of the London Conference, or done by them directly? A. You mean—in order to answer the question—you don't mean the English Conference, you mean the lines composing the conference here?

Q. Precisely. But I understand the conferences are held in London? A. Yes, that is done either by the conference secretary in London or at our suggestion—either on their own initiative or at our suggestion—that is the best an-
8998 swer.

Q. Now, these tariff rates are not published, are they? A. Yes—not published, they are printed.

Q. I am speaking now of publishing? A. No, sir.

Q. If a shipper wants to get a price, he has to call up one of the agents and get a quotation? A. Yes, sir.

Q. Now, what information has the shipper that the rates which are quoted to him are on a parity with the European rates? A. He generally knows better than we do.

Q. I am not asking you that. I am asking you what in-
8999 formation has he got? A. The information which—you'd better ask the shipper that.

Q. You have testified here that one of the advantages to the shipper is in the fact that the conference rates are the same as the European rates. Now, you have testified that the rates are not published, they are printed, but not published. Now, if that is so, what knowledge is supplied by the conference to the shipper that would enable him to see that the rates quoted to him are on a parity with the European rates? A. Speaking from a general knowledge, Mr. Baldwin, which is not personal knowledge, the ship-
9000 pers know exactly what the European rates are. Of course, if they sell goods, they find out soon enough whether they are able to compete.

Q. Well, my question was what information was supplied by the carriers, the members of the conference to the shippers to show them the rates that are quoted them are on a parity with the European rates? A. None.

Q. And so far as the conference is concerned, it does not put itself out at all to apprise the shippers what the European rate is? A. It does, always, when it is asked.

Q. But unless the question is asked, then they take no 9001
step to inform the shipper what the European rate is? A. No, why should they?

Q. You testified a moment ago that from general knowledge they knew what the European rates were? A. Yes, sir.

Q. Isn't it a fact that your rates are being changed from time to time, upon the request of the New York Conference, or by the act of the London Conference? A. These are European rates changed, as a rule.

Q. I didn't ask you about the European rates, I am ask- 9002
ing you about the rates here? A. They are changed from time to time.

Q. And if there is a change in the rates here, that makes the rate different than the European rate, and is that indicated by the Conference agents to the shippers, communicated to them? A. The rates here, as a rule,—

Q. Can't you answer that question yes or no? A. What is communicated to them?

Q. That the rate here is communicated to them here, which is different from the European rate. Don't you understand the question? A. Yes, sir, I do now. 9003

Q. Well, then answer if you can. A. No.

Q. Now, you testified that because sales of merchandise have often to be made to cover a number of months, and the shipper, knowing that there will be no change in the rates, will make his bookings in advance, to cover his commitment, in order to reduce the risk to a minimum in the sales he has made. How do you square that statement of yours, Mr. Gottheil, with your testimony that the rates are continually being changed? A. I think these are two different, distinct matters here. 9004

Q. You testified that changes are being made from time to time, sometimes made upon the request of the New York Conference, and sometimes made by the London Conference, on its own initiative, and that you did not communicate to the shipper the fact that there may be a differential between the New York rate and the European rate. Now, if that is true, how do you square that statement with your testimony given upon your direct examination, to the effect that the shipper, knowing there will be no change in

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9005 the rates, will make his bookings in advance? A. The rates are changed on small tariff articles. Contracts are made on large commodities, which is an entirely different question.

Q. Are you speaking of shippers, then, who do not deal in small commodities? A. When contracts are made they are generally covered by considerable quantities, yes, sir.

Q. And not small contracts? A. No, because the tariff is always there, on small commodities.

Q. No changes in them? A. There are changes in the
9006 tariff, of course. The shipper can take his chances.

Q. Don't you often make changes in your commodities which are shipped in large quantities? A. Yes, sir, but those are not tariff rates, those are special rates.

Q. Don't you remember on your direct examination you used these words "Because sales of merchandise have often to be made to cover a number of months." What did you mean to include under the term "merchandise," what kind of shipments? A. My reference was more to large volume goods.

9007 Q. Of what particular class? A. Every class that goes in large quantities—flour, rosin and so forth.

Q. How about steel? A. Case oil.

Q. How about steel? A. Steel.

Q. And oil? A. I said case oil.

Q. Do you mean to say that no changes of rates are made on those commodities? A. Yes.

Q. Then, wherein has the shipper any particular assurance that there will be no change of rates, if changes are made? A. The shipper prefers to cover his commitments as soon as he can; and that is so in most instances where
9008 he can cover the freight rate. Now, when he has once covered, the next movement, to-morrow, may be higher, or lower, but he does not care; his order is executed, and it makes no difference to him.

Q. Then, what does make the difference in the fluctuation of rates? A. He does not want to speculate on the freight market. If he wants to speculate, of course, he would get it.

Q. If he makes his commitments and you have given him the carrying rate, what difference does it make to him

whether you change thereafter or not? A. If he does not cover himself it would make a difference to him because the rate would go up and he might lose more on the one month's shipments than he makes on the whole transaction. 9009

Q. But once a merchant has received his rate, he can rely on it, can't he? A. No.

Q. By that do you mean to say that a responsible carrier would quote a rate to a merchant and then change it? A. They will only grant that rate for a given time.

Q. Then it is simply a question of a contract, is it? A. Yes, a question of accepting or declining the rate.

Q. You testified here that he could rely upon the fact that the rates would not be changed. Now, what I am trying to find out is if you change your rates, how can he rely on it,—that is, rely on no changes? A. If he makes a contract he knows the rate will not be changed. 9010

Q. That would be true of any carrier if they make a contract with him? A. But he cannot make it unless there is a number of carriers. He cannot cover himself by contract.

Q. Well, you will admit that if the shipper makes a contract with a responsible carrier he will give him that rate? A. Of course, if he makes a contract. 9011

Q. Well then, it does not make a bit of difference to him once the rate has been quoted, and it become a legal contract whether the rates vary or not? A. Not then, no.

Q. What did you mean by using this language which I have quoted, that the shipper knowing there will be no change in the rates will make his bookings in advance and cover his commitments, when you testify that they do make changes? A. Well, changes do occur, but they don't very frequently.

Q. Well, you have heard the testimony of Mr. Daniels and Mr. Sparks in this case, have you not? A. Some of it, I have heard. 9012

Q. What terminals does the Hamburg Line use here for its freight business? A. It has several terminals. Its most important ones are in Hoboken.

Q. Freight terminals? A. Yes, sir.

Q. Does it have some also on the East River? A. Well, some over on the Brooklyn side, Brooklyn.

CUT OFF

9013 Q. Do you own your own terminals over there? A. We rent them.

Q. Do you occupy any of the terminals in Manhattan? A. No, we did, but we do not now.

Q. The Prince Line and the Lamport & Holt Line have terminals in Brooklyn, haven't they? A. Yes, sir.

Q. And these are the same terminals which were used by them and have been for a great many years, isn't that so? A. Yes.

Q. Now, what were the ships of your line that were
9014 constructed especially for this Brazilian trade? A. They all were.

Q. All constructed for the Brazilian trade? A. Yes.

Q. Does the Brazilian trade require a particular construction? A. It does.

Q. In what respect do they differ from ships plying in other ports? A. To begin with they have to carry coal both ways.

Q. It is simply a question then of proper bunker space? A. Yes, sir, proper bunker space.

Q. Otherwise they are the same, aren't they? A. No.
9015

Q. You testified on your direct examination "There is no doubt that the ships which are steadily employed in a given trade, especially constructed and adapted for this trade," among other things, "will effect the proper handling beneficially." Now, what boats of your line are especially constructed for this trade? A. They were all constructed for the Brazilian trade.

Q. Are any of them used on any other line, any other service? A. Yes, but more or less the Brazilian.

Q. But so far as the construction is concerned, outside
9016 of the bunker space, are they so different from other lines, or boats of other lines? A. I remember we had boats specially constructed to carry at different heights barrels of flour, so that they would not be crushed to pieces.

Q. Do you still have them now? A. I imagine they are all looking out for that, yes.

Q. Do you say that any other conference lines, the boats were so constructed for the purpose of carrying these barrels of flour, by means of a special construction? A. I presume so.

Q. Have you any doubt about it? A. I have no personal knowledge of it. 9017

Q. Well, you chartered a good many boats, didn't you for this trade, that is the conference? A. Not now.

Q. You used to? A. Yes, sir.

Q. Up to what time? A. Until these boats were ready, until the new boats were ready.

Q. When were your new boats built? A. About a year ago.

Q. Then up until a year ago from 1907 and 1908, as you have testified, you were using boats that were not constructed for this trade? A. No, they were specially constructed. 9018

Q. Specially constructed? A. Yes, sir. If you will let me explain.

Q. Go ahead. How were they constructed specially? A. In 1903 the Union Company took over the Sloman Line, and shortly thereafter they constructed specially for the Brazilian trade four steamers—specially for this trade.

Q. Well, did they use any other steamers in the trade? A. Not at that time.

Q. Did they ever at any time use other steamers? A. Yes, sir. 9019

Q. Continuously? A. For a while, they chartered continuously.

Q. Is it a fact that in some years since 1908 they chartered more steamers, you chartered more steamers for the purpose of the Brazilian trade than your own line steamers? A. I said we did. Before these boats were ready, we had chartered a number of steamers.

Q. That does not answer my question. Isn't it a fact that since 1908 there were times when the number of chartered steamers you were using in the Brazilian trade exceeded the number of your regular line of steamers? A. Ours? 9020

Q. Yes. A. Yes, at times, yes, sir.

Q. Now, did the Hamburg Line send these boats that were used from 1908 down to about a year ago in this trade into any other trade? A. I presume they did, yes, sir.

CUT OFF

9021 Q. So, they were adapted to the other trades, then? A. Well, regular line of vessels are adapted more or less for the different trades, and are superior to the ordinary boats.

Q. The Prince Line, don't they send their boats into all trades? A. Yes, sir, they are superior boats.

Q. Then, there is not anything, outside of the fact that they are superior, that requires particularly constructed boats for the Brazilian trade? A. No, sir, nothing particular, except in certain directions.

Q. Well, you say you have to have additional bunker
9022 space, is that because of the fact that coal was cheaper here, and you carried enough for the return trip? A. Surely.

Q. And then whether or not you have to have a larger bunker space, would depend entirely on the length of the voyage? A. Yes, sir.

Q. And you don't have to have any more bunker space in the boats engaged in the Brazilian trade than boats that are used to send to the far East? A. Surely we have to have more bunker space on the Brazilian boats.

Q. You do? A. Yes, sir.

9023 Q. Don't you have in any of the boats engaged in the Asiatic trade that have bunker space, so far as the size of the vessel is concerned, equal to the Brazilian boats? A. No, sir, they do not.

Q. Now, do I understand you to say that all of the boats that are used by the Conference in the Brazilian trade have extra large bunker space? A. Yes, sir.

Q. Every one of them? A. Yes, sir.

Q. What do you do with your chartered boats for extra bunker space? A. We make spare bunkers.

9024 Q. Then it is simply a question of making some temporary arrangements, is that right? A. Yes, sir.

Q. So that any well-built boat of proper dimensions can be used in this Brazilian trade? A. Yes, sir.

Q. And any vessel that will make this temporary arrangement, in order to provide sufficient bunker space, will be adapted for this trade? A. Yes.

Q. Now, Mr. Gottheil, will you state what lines were in conference in this Brazilian trade from 1901 to 1907, when the competitive era broke out? A. The Prince Line, the Lamport & Holt Line and the Sloman Line.

Q. At that time, and between those years, the Hamburg 9025
Line was not in the service? A. No, sir.

Q. And you came into the service with the acquirement of the Union Line, is that so? A. Hamburg Line did, yes, sir, not the Union Line, bought the Brazilian service of the Union Line.

Q. Do you remember when it was you started on this Brazilian business? A. In 1899.

Q. I am not speaking now of the Sloman or the Union Line, but the Hamburg Line, as such? A. I think it was 1907. 9026

Q. How did you start to initiate your service in that line—how did you initiate your service in that trade? A. The Hamburg-South American Steamship Company bought the service, and the four boats that were especially constructed by the Union Company, from the latter.

Q. You testified to that; but did you start to cut rates or put on any service that was not served by any of the other lines? A. We were in conference then.

Q. And what was the year? A. In 1907; January, 1907.

Q. Now, my question had to do, if I understand it correctly, with the competitive period in 1907? A. It was 9027
later in the year.

Q. But it was the same year? A. Yes, sir.

Q. When was it that you started the line from New Orleans to serve New Orleans ports, that is the Hamburg-American Line? A. I don't remember that exactly.

Q. Now, when you purchased the facilities of the Union Line or the Sloman Line, whichever you see fit to call it, at that time, were they in conference with the Lamport & Holt and the Prince Line? A. Yes, sir.

Q. And how long was it after you purchased the Union 9028
Line, that this competitive period started? A. I could not give you the exact time. I do not recollect it. I think it was somewhere around the middle of the year.

Q. Of 1907? A. Yes, sir.

Q. Well, was it during the competitive period that you started the service to New Orleans? A. We never started —I had nothing to do with that at all.

Q. Well, your line, I don't mean you? A. I don't remember.

GE CUT OFF

9029 Q. Well, you know the Hamburg Line did start a servi there, don't you? A. Yes, I do.

Q. Was that one of the things which brought on th competitive condition? A. I presume so.

Q. You presume so. Well, now after you entered in these conference agreements of 1908, that was discontinue wasn't it? A. I have no personal knowledge.

Q. Well, that is your general recollection of it, is it no A. Yes, sir.

Q. Weren't you the one in your office, that is your firn 9030 in charge of that New Orleans service? A. No, sir.

Q. Who did have charge of it? A. They did not loa from New Orleans. They only went into New Orlean with coffee. We had nothing to do with that.

Q. But after the conference, that was discontinued? A Yes, sir.

Q. And since the conference, the Lamport & Holt and th Prince Line have served that port exclusively? A. Yes.

Q. And inwardly? A. Yes, sir, the conference agreemer that you have clearly shows that.

Q. Do you remember what time it was that your line e 9031 tablished a regular service—immeditely after the confer ence agreement of 1908? A. Yes, I think so.

Q. Do you know whether or not the Union or the Sloma Line had regular service during the competitive period A. Not fixed service, I don't think so.

Q. Well, the Prince Line and the Lamport & Holt Lin did, didn't they? A. Yes, sir.

Q. Did you hear Mr. Daniels's testimony to the effec that the Sloman Line and the Union Line—whatever yo call it—did maintain a regular service during that period 9032 A. Yes, sir, but not fixed. I said fixed service.

Q. Well, what do you mean by a difference between th fixed service and a regular service? A. The fixed sailing are absolutely on the date, and the regular sailings may b once or twice a week, or once or twice a month, whateve it may be. It is not fixed to a date.

Q. Well, outside of the passenger boats of the Lamport & Holt Line, was there any one of these lines which main tained what you call a fixed service? A. A good many line did.

Q. Do your boats always get away on the dates which 9033
they are scheduled? A. Some of them. We always try to —yes, sir.

Q. And some do not? A. Yes, sir, that is true.

Q. That is true of other conference line dates, isn't it other conference line boats? A. Yes, sir, we aim to get off on a fixed date, if possible.

Q. You testified on your direct examination that among other advantages of the conference was the fact of the increase in the size of the vessels. Do you remember that? A. Yes, sir.

Q. Well, is it true that the size of the vessels has gen- 9034
erally increased in all trades? A. As trade has developed.

Q. Have not the tramps increased in size too? A. Yes, sir.

Q. So that was not due to the conference, that the tramps were increased in size? A. The tramps had nothing to do with the conference.

Q. You don't want to say definitely, do you, the size of the vessels has been entirely due, the increase in the size, to the conference? A. Not entirely, but very largely.

Q. But you limit the size of the vessels in some of these 9035
conferences, don't you? A. Yes.

Q. For instance, in the Asiatic trade you limit? A. They make them large enough.

Q. Is it true that in the Asiatic trade you limit the size of the vessel to eight thousand tons? A. No.

Q. What is it? A. I think 11,000 tons.

Q. It was originally 8,000 and was increased? A. Yes, sir, I think so.

Q. And wasn't there in the Asiatic conference a good deal of complaint upon the part of some conferees that 9036
some of the vessels that were put on exceeded the size stipulated in the agreement? A. I think so.

Q. Now, when that competitive period existed in this Brazilian trade in 1907, did you find that up to that time the rebates were again allowed to shippers by the Lamport & Holt Line and the Prince Line and the old Sloman Line? A. Yes, sir.

Q. And in order to get the business for the Hamburg Line, you took over these two lines I have mentioned, that

CUT OFF

9037 is to say the Union Line or the Sloman Line, then did you agree with the shippers to reimburse them for the rebates guaranteed to them by the Lamport & Holt Line and the Prince Line? A. Not that I remember.

Q. Well, did you offer to do it where rebates had been promised by the Lamport & Holt and the Prince Line? A. Not that I remember.

Q. Well, you have testified that you have a general knowledge of the business of your company? A. Yes, sir, but it is a good many years ago, and my memory to-day is not
9038 as good as it was.

Q. You admitted that you had a general supervision over the business, yourself, and a general knowledge of what is going on? A. Yes, sir.

Q. Refreshing your recollection by that statement, are you prepared to say that you allowed general freight shippers the rebates promised by Lamport & Holt and the Prince Line, during this competitive period? A. Not that I remember.

Q. When the new conference was entered into in 1908, they did not install the rebate system, did they? A. I don't
9039 know whether they did or not.

Q. I mean from New York to Brazil? A. I don't know whether they did or did not. I thought they had.

Q. You know they were abandoned? A. I knew they were abandoned, but I thought they had given it again.

Q. Do you know why it was abandoned? A. I think it was abandoned very largely through the hue and cry that we had about it being illegal. That is all.

Q. You got the advice of counsel on the subject, didn't you? A. No, sir.

9040 Q. Not any of the conference lines? A. No, sir.

Recess taken until 2 P. M.

Afternoon Session.

PAUL GOTTHEIL recalled

Cross-Examination continued by Mr. Baldwin:

Q. Don't you know that some of the members of the Conference here got the legal advice as to whether or not the rebates were legal or illegal? A. Yes, I do.

Mr. Burlingham: I object to that as immaterial, 9041
irrelevant and privileged.

Q. And that they were, they got an opinion to the effect that they were illegal, substantially?

Mr. Burlingham: Same objection.

A. Substantially, yes, sir.

Q. Is it a fact that the question of the legality of the rebates was discussed by the conference meetings? A. Yes, sir, it was discussed.

9042

Q. And the letter, or the opinion of whomsoever it was, was discussed? A. Yes, sir.

Q. Do you remember whose opinion that was? A. I think it was Judge Putnam's opinion.

Q. Our esteemed colleague, Mr. Burlingham's erstwhile partner, or former partner? A. Former partner.

Q. Do you know whether the opinion of any other counsel was obtained?

Mr. Burlingham: Same objection.

9043

A. I don't remember.

Q. I show you Exhibit No. 73 for identification, and ask you if that is not,—if you remember whether or not this matter was not discussed as the matter of the legal opinion at the conference? A. I do not remember that this was discussed.

Q. But you have a recollection that the general question of Judge Putnam's opinion was discussed? A. I think it was, yes, sir.

Q. And to the effect that these rebates were illegal? A. 9044
Yes, sir.

Mr. Baldwin: Now, I offer this in connection with that matter.

Mr. Burlingham: I object to it as immaterial, irrelevant and incompetent and privileged.

Exhibit No. 73 for identification received as Exhibit No. 73.

Q. Now, I show you Exhibit No. 74 for identification, and ask you to state whether or not in this general conversation

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9045 the opinion of other counsel was not discussed, and the counsel's name definitely mentioned A. I do not remember that this was discussed. I wish to say, judging from the date of this letter, which is the 22nd of December, 1908, that I was then undergoing an operation, and could not have been present, or had undergone an operation and could not have been present.

Q. Now, were you personally in favor of the retention of the rebates?

Mr. Burlingham: Same objection.

9046

A. I have always been in favor of retaining the rebates, yes, sir.

Q. You do not consider them at all necessary, do you, in that trade? A. That is a question whether they are necessary or not.

Q. I am asking you what you consider? A. I consider them desirable.

Q. But not necessary? A. No, sir.

Q. Desirable, because by giving rebates you are enabled
9047 to hold the shippers' contracts more conclusively? A. Because we keep out the sporadic companies.

Q. What do you mean by sporadic companies? A. Occasional shippers that come in, that may come in.

Q. And that was one of the purposes of the rebates, to keep them out? A. Yes, sir.

Q. Well, it also tended to confirm the business of the shippers, who could take advantage of the rebates, to use the conference lines? A. Yes, sir.

Q. And to that extent it was considered of great imporance to the lines? A. Yes, sir.

9048 Q. Now, in giving your opinion that it is desirable to have these rebates, are you now speaking generally, or are you speaking of the granting of rebates outward from this country to Brazil? A. Only outward from this country.

Q. But from no sense, by your own standards, do you contend that the rebate business is necessary for the outward business? A. Not necessarily, no, sir.

Q. Well, if it is not necessary outward, what is your opinion of whether it is necessary inward? A. I have no opinion to offer.

Q. You understand the general purpose of the line on this rebate system, don't you? A. No, sir. 9049

Q. If you don't consider it necessary outward, with what sense will it be at all necessary inward? A. I do not say it is necessary inward. I don't know. I am not in a position to judge. Conditions vary.

Q. Why aren't you in just as good a position to judge the necessity of the inward rebates, as you are to judge the necessity of the outward rebates? A. Because that depends on the local conditions.

Q Well, you have kept yourself pretty well informed about the conditions in the South American trade, have you not, towards the United States? A. Not this way. 9050

Q. Don't pay any attention to it at all? A. No, sir.

Q. Therefore, you do not know of any conditions which obtain in Brazil, which would warrant these rebates? A. I do not.

Q. Who was your own counsel at the time the rebates were done away with?

Mr. Burlingham: Objected to as immaterial, and irrelevant.

9051

A. Burlingham, Montgomery & Beecher.

Q. And didn't they advise you directly that these rebates were not legal?

Mr. Burlingham: Objected to as immaterial, and as privileged.

A. We did not ask their opinion in full.

Q. You asked their opinion to some extent, didn't you? A. Yes, sir.

Q. You remember testifying before what is known as the Alexander Committee, don't you? A. Yes, sir. 9052

Q. Do you remember testifying there, among other things, "From what our counsel told us we think you had better give it up, because we claim that the matter perhaps should be tested." Do you remember that? A. Yes, sir.

Q. Was that a statement made to you orally by a member of that firm, or was it due to this letter of Judge Putnam, that you have spoken of?

Mr. Burlingham: Objected to on the same grounds.

E CUT OFF

9053 A. It was due to an opinion we had received.

Q. Then, it would appear, since I have read this, that you did receive some legal opinion on this subject? A. I did not say I did not.

Q. Well, I misunderstood you; you did receive such an opinion? A. Oh, yes, sir.

Q. Now, the rebate system, outward, obtained in this trade from 1903, didn't it? A. Yes, sir.

Q. And you got an opinion of that kind, didn't you, that it was illegal?

9054 Mr. Burlingham: Objected to.

A. I don't think it was quite as early as that.

Q. Well, it was 1903 or 1904, approximately? A. Probably around that time. I don't remember exactly.

Q. And by reason of that, you agreed, didn't you, to abandon the rebates? A. I think we did. My recollection is that we abandoned it, and reinstated it again.

Q. How long afterwards, do you remember? A. I don't know, now.

9055 Q. Do you remember whether or not the reason you abandoned it was due to the fact that you had ascertained that some investigation was being made by the Federal authorities here? A. Yes.

Q. And do you remember whether or not you did abandon it for a considerable period of time? A. We abandoned it for some time.

Q. And do you remember when you adopted the system again? A. I do not.

Q. When I say that you agreed to abandon it, do you remember whether or not that promise was made to the
9056 District Attorney, the United States District Attorney for this district? A. I think it was.

Q. Do you know what the circumstances were that led you to readopt it? Weren't you advised to? A. No, sir, on our own advice.

Q. But you were opposed to doing it, weren't you? A. I have no recollection of that.

Q. Do you remember how long it was after that promise was made to the District Attorney to abandon these rebates, that they were adopted again? A. I do not.

Q. Was it a matter of two or three years? A. I could 9057
not tell you that.

Q. Wasn't there another reason why you gave up these rebates, abandoned the rebates, because you found it created considerable trouble for your shippers? A. Yes, there was a great deal of objection to the rebate system on the part of the shippers.

Q. What was the nature of the objection? A. The fact that the money was kept back for a certain period.

By Mr. Burlingham:

Q. The fact that they did not get the rebates paid quick 9058
enough. A. Yes.

By Mr. Baldwin:

Q. Do you remember testifying before the Alexander Committee "Why we gave it up at all was because we found it created more or less trouble with our shippers, they had not been educated to it, they do not understand it?" A. Yes, sir.

Q. Well then, there was another reason outside of the fact that they complained they did not get the rebates 9059
quick enough? A. It created a lot of dissatisfaction amongst the shippers, that was one of the reasons.

Q. So that then in addition to the legal opinion, upon which you relied, you had that other reason, that you did not think you should continue the rebates, is that right? A. Yes, sir.

Q. Don't you consider, as a matter of fact, that in any trade, if you treat your shippers rightfully, and give them what they are entitled to and such consideration as the circumstances warrant, that that in itself is sufficient, 9060
without recourse to rebates of any kind, to hold the trade? A. Sometimes the shippers may be unreasonable.

Q. I say when that obtains? A. When they are unreasonable, do you mean?

Q. Don't you consider, as a matter of fact that in any trade if you would treat your shippers rightfully, give them what they are entitled to, and such consideration as the circumstances warrant, that that in itself is suffi-

CUT OFF

9061 cient, without recourse to rebates of any kind, to hold the trade? A. It ought to be, but it is not always sufficient.

Q. Didn't you testify before the Alexander Committee that that usually was sufficient? A. It may be usually, but it is not always.

Q. Well, generally speaking—I am not speaking of the general situation that obtains? A. Yes, sir, I suppose so.

Q. And now, do you remember whether or not in any of the trades in which your companies have been active—in any trade where your companies became active, where
9062 rebates obtained, that you found such a general dissatisfaction among shippers, because of the rebates, that you found an opening for your company to start a line? A. Yes, sir.

Q. What trade was that? A. I think it was particularly in the case of the African trade.

Q. And now, in order to get into the business, you immediately cut those rates, to get business from the others? A. Yes, sir.

Q. And about how much a ton rates of those
9063 who had been holding the trade ten to fifteen shillings a ton, $2.50 to $3.75

Q. Now, in what line was involved? A. The Hansa Line.

Q. And you found that in order to get any foothold there at all, you had to make a very radical reduction, didn't you? A. Yes, sir.

Q. Amounting to between 30% and 50% a ton? A. Yes, sir.

Q. And how long did you have to maintain those rates
9064 below the others? A. A very short time.

Q. And the result of that was that you were strong enough— A. (Interrupting). The company was strong enough.

Q. So that you were taken into the conference? A. Yes, sir.

Q. And immediately after you were taken in, you went up to the rates of the conference? A. Yes, sir.

Q. Well, one of the reasons why it was so difficult was because of this rebate system, wasn't it? There was a

number of large shippers that were in favor of the rebates and you had to make concessions of some kind in order to overcome that, is that right? A. Yes, sir. 9065

Q. Your ability under those circumstances to force your way into a trade depended entirely on your resources? A. Yes, sir.

Q. In other words, a large concern of sufficient capital and available ships and facilities could not be kept out of any trade? A. Could get into any trade.

Q. And it all depends on whether or not you are strong enough to fight the combined competitors? A. That is all. 8066

Q. And now there have been times when you have maintained a warfare to enter a trade, for a considerable number of years, have you not? A. Yes, sir.

Q. What trade was that? A. There was a long warfare existing in the Australian trade.

Q. How long did that run? A. Off and on about ten years.

Q. And that trade was where, to Australia? A. From New York to Australia.

Q. And this Hansa Line was from New York to Africa? A. Yes, sir. 9067

Q. And in the Hansa Line, you were able to get in within a short time? A. Yes, sir.

Q. But in the Australian trade it took a long time? A. Well we were in the trade, but there was a fight between the different companies.

Q. Well now, in the African trade, it was outside of your line in the conference, wasn't it? A. That was outside of our line.

Q. You were not in any conference, at that time in the African trade? A. No, sir. 9068

Q. But there was a conference from New York to Africa? A. Yes, sir.

Q. Did you maintain regular sailings during that period when you were competing with them? A. Yes, sir, if I remember it rightly, we had two sailings when we were taken in.

Q. That number of sailings was sufficient for the trade, wasn't it? A. Yes, sir.

E CUT OFF

9069 Q. And they were regular? A. Well, I mean to say we only had two sailings, two departures and then we came to terms.

Q. Well, did the fact that you started the Hansa Line, change the regularity of the service of the other line? A. No.

Q. And now, the Australian trade, where it took you so long, did you maintain regular sailings? A. Yes, sir.

Q. Did the conference lines engage in that trade also? A. There were no conference lines engaged in that trade.

9070 It was an open fight.

Q. No conference at all? A. No, sir.

Q. And did the lines which were engaged in the trade, did they maintain regular sailings? A. Yes, sir.

Q. And for this long period of about ten years? A. Yes, sir, they were more or less regular during that period.

Q. And I suppose that finally ended in a conference between you? A. Yes, sir, an agreement.

Q. Do you remember when it was? A. I think it was in January, 1909, that the lines came together.

Q. And the whole business was practically controlled by

9071 the conference since? A. Yes, sir.

Q. And since this agreement was made in 1909, I suppose your rates became uniform? A. Yes, sir.

Q. Do you remember with reference to the rebates, whether your companies, or any of the conference members was sued about 1908 under the seventh section of the Sherman Act for triple damages, growing out of these rebates? A. Do you mean the African trade, the Hansa Line?

Q. No, in this other trade, the Brazilian trade? A. I

9072 have no recollection of that in this trade.

Q. Do you remember whether a suit was brought in 1906 against the Prince Line by Lamport & Holt on that subject? State whether or not you have any information or knowledge on that? A. I have no clear recollection of that.

Q. I show you Exhibit No. 78 for identification. Will you please read that, and see if that don't refresh your recollection about it? (Showing witness paper.) A. Yes, sir, I have some recollection of that.

Q. Well, having read that, don't you know as a matter

of fact that certain suits were threatened against the Lam- 9073
port & Holt and also against the Sloman line, and you took the position that you were not interested, because you had not then taken over the Sloman Line? A. Yes, sir.

Q. The Union Line? A. Yes, sir.

Q. And you took the position that you were not interested? A. Yes, sir.

Q. Wasn't that the time that you got an opinion, or an opinion was obtained from Senator Root as to the validity of these rebates?

Mr. Burlingham: Objected to on the same grounds 9074
as before.

A. We did not get any opinion, as far as I remember it from Senator Root at that time.

Q. Is it not generally true, Mr. Gottheil, that the size of the ships has generally increased in all trades? A. Yes, sir.

Q. And that has been due very largely to the expansion of the business, has it not? A. Yes, sir.

Q. Now there are certain parts of the world that are being 9075
served with larger boats and more superior service, where there has been a considerable increase in the population? A. Yes, sir, certain increases in the export trade from here, in competition with other countries, expansion of our manufactures.

Q. And because of the fact that they had more people in these foreign zones, to purchase? A. Partly that.

Q. What would you say was the cause of that, in a general way? A. In a general way, by the expansion of our manufactures and our exports, the consequence of which has increased the trade. 9076

Q. What I want to find out is whether or not you on your direct examination here meant to say that the increase in the size of the vessels that were used in those South American countries, in that trade, is due to the fact of the conference? A. That has something to do with it, I think.

Q. But not entirely? A. No, sir, not entirely.

Q. You only claim it was one of the elements? A. I rather think the fact of the conference has increased the trade, and in consequence the ships have increased in size.

E CUT OFF

9077 Q. Isn't it a fact the trade, during 1910 and 1911 increased all over the world? A. Yes, and 1912.

Q. And didn't that bring about, almost immediately, an increase in the size of the vessels then building? A. Well, no, because they were gradually increasing.

Q. Yes, but that did affect the size of the vessels that were then being laid down? A. Yes, sir.

Q. It is also true, is it not, that in the South American trade there has been a distinct increase in the population of those countries that are consumers of this country? A.
9078 I do not think so. Of course, I am not—have not followed the records of population, the increase in population. But I do not think that has much to do with it.

Q. Do you know whether or not that is true? A. I don't think it is.

Q. Now, another element that affects the size of the vessel taking care of the South American trade to the River Plate and the African trade was the fact that they served both the Brazilian trade and the River Plate trade, and had to have larger vessels? A. I think you ought to
9079 put it around the other way, that because they had such large vessels, they served the two trades.

Q. Then, the idea is that having large vessels, they could serve a larger trade? A. Yes, sir, I can put it that way, they can serve a larger trade.

Q. Then, any responsible line that had the complement of boats of the proper size could serve both trades? A. It is not an economic condition.

Q. Well, in what sense has the conference enlarged the trade between the United States and those two countries? A. Why, I think by giving a regular and reliable service.
9080 Q. Well, as the business arose with Brazil, inward it didn't increase on the same basis? A. No sir.

Q. It is only outward you speak of? A. Yes, sir.

Q. Then there is another element to be considered, in the fact that there has been a very large expansion of the manufactures of this country, and that they have been receiving and dealing with the product? A. Competing with European countries who have been supplying those countries before.

Q. And a part of the facilities that have been applied

to that, have been brought through the Lloyd Brazileiro, and other boats of other lines? A. By the Brazileiro, yes, sir. 9081

Q. Is it a fact that in certain lines, general cargo, the Lloyd Brazileiro have been carrying their full share of the outward? A. I believe so.

Q. Then they have contributed somewhat to the extension of the trade, have they not? A. Yes, sir.

Q. And they were not in the conference? A. That's right.

Q. Now, does the conference make it a point to quote the same rates to all shippers outward? A. I am not in sufficient touch with the details of the business to state that separately, but I believe that is the case. 9082

Q. Don't you know that large shippers, like the Standard Oil, and the Steel Corporation, get lower rates from time to time? A. As I say, I am not in touch with the details of the business sufficiently to express a definite opinion about that, but I think that they all get the same rates.

Q. I am asking you now about those two, do you understand that? A. Yes, sir, those two. 9083

Q. Don't you know they get lower rates from time to time? A. I don't know that, no, sir.

Q. Didn't you testify on your direct examination as follows: "Under strong competition, the large shipper has always aimed to exact from the steamship owner, by reason of the volume of traffic he offers, a considerably lower rate than the small shipper whilst under the tariff agreement, as established by the conference, the rates are the same for the small shipper or the large shipper." Do you remember that? A. Yes, sir. 9084

Q. Now, don't you know, as a matter of fact, it has been the practice of the conference lines with the United States Steel Corporation and the Standard Oil Company, and some others, to give rates that are less than the ordinary tariff rates, and, therefore, not the same rates which extend to all? A. Those don't come under the tariff, oil and steel don't—those are special rates.

Q. Those rates are fixed abroad, aren't they? A. Generally, I think they are, in that trade.

CUT OFF

9085 Q. Then, you want to exempt from this statement of yours the rates upon commodities that are produced by oil companies or steel companies? A. They are not in the tariff. I am speaking about the tariff.

Q. Do you mean to say your printed tariff doesn't have any fixed rates on those goods? A. I know that rates are made specially for those goods.

Q. Are they made each time a rate is offered? A. Generally, yes, sir, considered all the time.

Q. Now, do you know whether or not the Lloyd-Bra-
9086 zileiro has increased its departures since 1908? A. I think they have.

Q. Then, the increase in the number of sailings by that line has not been brought about by the conference? A. No, sir.

Q. Do you remember this question asked you on your direct examination and this answer: "Q. And in the beginning of your experience what ports were served by the conference lines in Brazil, how many? A. Well, originally it was Pernambuco, Bahia, Rio, Santos and oc-
9087 casionally to Maceio and Victoria, and now there is regular service to South Brazil ports." How long have the South-Brazilian ports been served regularly? A. I should say the last five years.

Q. That is since 1909? A. Yes, sir, about.

Q. Now, with the exception of 1907, there has been a conference ever since 1901, hasn't there, serving the Brazilian trade? A. Yes sir.

Q. Then, the serving of these ports I have just mentioned, was deferred even under the conference until 1909? A. There was not enough business then to warrant it.
9088 The cargo was shipped indirectly from Rio, forwarded from Rio, and another thing I want to say to you in explanation is that at that time there was still a number of these smaller sailing vessels in existence, taking vessels of 300 tons, and they were regularly used at that time, and the shippers preferred to use the sailing vessels, and make a storehouse of them, and it took them quite a while to get them used to the speedy communications. They were generally chartered for the round voyage.

Q. Now, Mr. Gottheil, what is the policy of the conference if an outsider attempts to get a footing in the trade? A. The present policy? 9089

Q. What has been its policy? A. I recall only two instances of outside competition during recent years. That was of the Tweedie Trading Company, and the Lloyd Brazileiro.

Q. Of course, I don't ask you for specific facts, I was asking you with relation to the policy? A. Well, as a rule they have fought us.

Q. Do you remember testifying before the Alexander Committee about what was the policy of the conference lines where outsiders attempted to come in? A. I don't remember. 9090

Q. Do you remember this language: "It is a question for the principal to determine whether they wish to fight or wish to make peace. As a rule they fight." You remember testifying to that? A. I remember that, but what conference did that refer to.

Q. It was in relation to the Hansa Line, out of Australia, that the general question was put? A. Well, I expressed that opinion. 9091

Q. That is, the general policy is to fight when an outsider attempts to come in? A. Yes, sir.

Q. In other words it is a part of their purpose to do away with competition in the lines in which they operate? A. Yes, sir.

Q. Going back for a moment to the question of the parity with European rates, do you remember testifying on the direct examination that there was an advantage to the shipper in the fact that there was this parity? A. Yes, sir.

Q. Now, was the 1901 agreement, that the conferees of the then particular conference, the Brazil conference, should arbitrarily fix the rate? (No answer). 9092

Q. I show you paragraph ten of Exhibit 109, which was the conference agreement between Lamport & Holt, Sloman & Company, James Knott and the Prince Line, and ask you if it is not a fact that that particular agreement provided for the fixing of the rates in New York to be adhered to without modifications? A. Yes, except as they might be altered in the agreement of the meeting.

9093 Q. Well, in the absence of an agreement in the meeting, here, I suppose you mean the rates then were fixed by this conference, weren't they? A. I don't know whether it would refer to the meeting here or not. It might refer to the meeting of the New York agents, or it might refer to the meeting of the Principals.

Q. There is nothing in that agreement that shows that those rates should be on a parity with the European rates? A. No, sir. Those were different conditions.

Q. But there is nothing in the agreement? A. No, sir.

9094 Q. And during the working out of this agreement, Exhibit No. 109, then the rates were fixed arbitrarily by the conference in session, weren't they? A. Yes, sir.

Q. And regardless of European rates? A. European rates did not enter at that time.

Q. I say regardless of European rates? A. Yes, sir.

Q. So that your general testimony about the value to the shipper of the parity with European rates did not obtain during the time of that agreement? A. No, I had reference to more recent times.

9095 Q. Well, beginning from what time? A. The last three or four years the manufacturers of this country have so largely increased their output, it was found necessary to put the American shipments on the same basis as the European shipments. Prior to that time our staples did not compete with the European shipments so largely.

Q. But to a certain extent, they did? A. Very limited.

Q. Wasn't there during the life of the 1901 agreement, considerable shipments of machinery and locomotives and boilers, and wagons and iron from the United States to the Brazil ports? A. Locomotives? They went forward, and

9096 were under a special annual contract, entirely with the Baldwin Locomotive Works.

Q. Well, boilers, and iron and other articles went? A. Boilers they went with the locomotives, locomotives and locomotive parts.

Q. Well, the European manufacturers were supplying the Brazil merchants with articles of that kind during that time, too, weren't they? A. They were generally complaining our rates were too low.

Q. I am not asking you that. I am asking you whether

or not the European manufacturers were not supplying 9097
the Brazilian articles of that kind during that time? A. Yes, sir, they were.

Q. So that then there was no pretense in those commodities to have those rates on a parity? A. Those were under special contracts.

Q. But there was no pretense to have them on a parity with the European rates? A. I think they were lower than the European rates.

Q. I know, but they were not on a parity with them? A. All right, they were not on a parity with them.

Q. These Exhibits 109 and 327, being the 1901 and the 9098
1906 agreements, those are the agreements, aren't they, which obtained at those times? A. I have every reason to believe they are copies of those agreements.

Q. Well, those are copies, aren't they? (Showing witness papers) A. After examination of the exhibits I have no doubt that they are copies of those agreements.

Mr. Baldwin: That is all.

By Mr. Montgomery:

Q. In this parity with Europe on rates, that you speak 9099
of, you don't mean there is an actual parity in the rates that the manufacturers in the United States pay on freight from their factories to the Brazilian ports, a parity with the freight that the European manufacturer pays from his factory, place of manufacture, to the Brazilian ports—you don't mean that, do you? A. No.

Q. You mean just the water rate, of course? A. Yes, sir.

Q. They make no attempt to equalize the ocean rates? A. No, sir. 9100

Q. You know something about Germany? A. Yes, sir.

Q. And the German situation generally? A. A little, not very much.

Q. Well, it is familiar information in the shipping world, isn't it, that the German Government provides some concession to manufacturers or shippers from Germany that diminishes the amount of rail rate that they have to pay to port, when that shipment is going across the water, or going to Brazil, for example, by the Hamburg-American

CUT OFF

9101 Line? A. No, sir, I think that is not correct, not quite correct.

Q. Well, just tell me what you think about it? A. So far as I know, and I have no real direct knowledge, but I believe the German railroads do exactly what the railroads here do, make an export rate, and that export rate is not confined to any steamship company, but is made for export by any line.

Q. That is to say, you mean by that there is a through rate from the interior point to the Brazil point, a through
9102 rate? A. No, sir, not a through rate, there is an export rate inland.

Q. And that would be simply in case they were going to move for export? A. Yes, sir.

Q. Although it would be a single rate? A. Yes, sir.

Q. And there would be no through rate, but two local rates? A. No, sir, a combined rate. I should like to amplify this reply by making the distinct statement that I have no real knowledge on the question.

Q. But, have you not heard that there are concessions
9103 made other than those you speak of? A. I have not.

Q. Well, does that sum of the two local rates result that the German shipper from the interior point pays the same rate for his entire shipment as the shipper from New York pays for the water shipment? A. As the water shipment rate from Germany is the same as the water rate from New York, it follows that the shipper must pay an additional rate for the inland haul.

Q. But isn't substantially all the rail haul conceded to the shipper by the railroad? A. I have never heard of that nor have I ever heard of that argument used on behalf of
9104 the American shippers for a further concession.

Q. Is it true that a shipper of goods from an interior point in the United States to New York as the ultimate destination pays no higher rail rate than the shipper of the same goods to New York, destined for Brazil? A. I understand certain rates are made for export, railroad rates.

Q. To New York? A. Well, I suppose to any of the ports.

Q. Well, have you any definite information or knowledge? A. No, sir, I have not.

Q. Have you ever known of any such rate to New York? 9105
A. It used to be that way, whether it is to-day I don't know.

Q. When? A. In former times. Whether it is to-day, I don't know. But I understand the railroads make export rates.

Q. Isn't it a fact that all rates into New York are the same since the Interstate Commerce Commission act was amended in 1906? A. I think not. I understand the railroads have the right to make export rates.

Q. Do you know whether they do into New York? A. 9106
I understand, yes.

Q. Do you know that on any class of goods that you carry to Brazil? A. Well, I have no definite knowledge. That is my impression, that it is made by the railroads.

Q. Well, now, then, the goods that come from Germany, for example to Brazil—about how many ports in Germany are there, that they move from? A. Well, Hamburg and Bremen, I suppose.

Q. Two ports? A. Perhaps Emden.

Q. And on the Continent there are a number of ports? A. Yes, sir. 9107

Q. And in the United States, New York is the only port that the conference serves? A. Yes, sir.

Q. So that it would result, that in the United States, at least, the marine shipper would have to pay a much larger rail haul, rail charge, wouldn't he, to get his goods into New York than the European shipper? A. No, it is contended that we have the lowest rail rates of any country.

Q. Per mile? A. Yes, sir.

Q. But not low enough so that that overcomes the disparity in the distance occasioned by having only one port? 9108
A. You cannot tell at all. It depends where the goods come from, the interior point in Europe as compared with the interior point here.

Q. At any rate, the average distance from a manufacturer would be greater here than there, to the port? A. No, not necessarily, I don't think so. Mind you, I cannot give you any definite knowledge on that point.

Q. Has there been a revision of the rates since the tariff of January, 1913? A. I have not been connected with the details of the business since that time. I don't know.

E CUT OFF

9109 Q. You don't know whether there has been any revision at all? A. No, sir, I don't know. I know there are changes all the time.

Q. There are changes all the time? A. Yes, sir.

Q. You mean the changes that have been since the new charter went into effect, that they all went downward? A. I don't know.

Q. Who would know about that? A. Mr. Betts.

Q. You confessed to quite a knowledge of the workings of this conference, and all the details. I should think you
9110 ought to know at least what tariff is in effect—can't you give that information? A. I can get it, surely.

Q. As to whether another tariff has been prepared? A. I can get all the information for you, but I think you can get it more directly from Mr. Betts. I should like to explain here that since my operation in 1908, I have turned over the management of the Brazil business, entirely, to Mr. Sparks, and he has followed the details, and I have been so busy with other matters that I have not followed them closely.

Q. You signed this report of the committee, of the steam-
9111 ship agents that wrote it to the Committee on the Merchant Marine & Fisheries on March 3rd, 1913—you were chairman of that committee? A. Yes, sir.

Q. And in that communication this language is used: "And the alternative to the deferred rebate system in trades where the return cargoes are insufficient to fill the ships required in the outward voyages is the long term contract. It is universally recognized that one or the other of these methods of insuring the continued patronage of the regular lines is necessary to justify the operation of
9112 such lines." Now, if it is true, as contained in the statement, that as to "the trades where there are return cargoes insufficient to fill the ships," why isn't it generally true that the contract system of binding the shipper to the lines serves the same purpose as the rebate? A. The contracts we referred to there are long term contracts for specific shipments. In other words, a man may have 50,000 tons of rail, or may have 2,000 cars, or something like that.

Q. You mean to say that the long term contract is a term—you mean by that to convey the idea of a contract for specific shipments? A. Yes, sir, absolutely.

Q. Long term contracts? A. Yes, sir, absolutely. 9113

Q. Fixing the number of tons, and so forth? A. Yes, sir.

Q. How would that insure the continuous patronage of the regular line? A. Because it would give them the large bulk of the trade.

Q. Now, you say in the same paragraph this: "Under a contract for the shipment of a fixed quantity, or for all shipments made within a fixed period of time, the merchant fetters his future action, and is deprived of all opportunity to avail himself of lower rates which may be offered him 9114 on the part of the conference during the period which would otherwise be covered by his agreement." So that, that being in the same paragraph, it would seem to me you must have had in mind all contracts that in any way would bind the shipper, including time contracts, as well as contracts of quantity? A. Yes, sir.

Q. Well, isn't it a fact that in any trade, where the time contract is adopted, requiring the shipper to ship about all of his shipments during a given period by the conference lines that the purpose is precisely the same as the deferred rebate, that is, doesn't it insure the lines all that 9115 shipper's business? A. Well, a time contract may not necessarily mean that he must give them all his business.

Q. Well, all time contracts do mean that in the Brazil trade? A. Generally items of a certain commodity during a certain period.

Q. Well, that means all the shippers' shipments? A. No, sir, it may not mean all of them.

Q. Can you call to mind a single contract which you have, a time contract for a shipper's business on a commodity during a given period, where it does not provide for all 9116 his shipments? A. Surely, lots of them.

Q. Name one shipper who is under a time contract with you, whose entire shipments the conference lines do not get? A. Well, I cannot name them to you to-day for reasons already stated—just what contracts we may have, but——

Q. (Interrupting.) Take the Singer Manufacturing Company for instance, they don't ship by the Lloyd at all, do they? A. I don't know anything about these contracts.

CUT OFF

9117 I know for instance we made no contracts with the Standard Oil for a year for a certain——

Q. (Interrupting.) You never held a time contract with the Standard Oil Company in your lives, did you? A. Yes, sir, we did.

Q. A time contract? A. Yes, sir, for a year, for a certain number of their shipments.

Q. But not for their shipments generally? A. No, sir.

Q. Now, Mr. Gottheil, we are having this same trouble about the time contracts. I mean by a time contract just
9118 what this committee meant by this language: "For all shipments made within a fixed period of time." Now, you do have such contracts in the Brazil trade, don't you? A. Not that I know of. I don't know; they may have. You gave the Singer Sewing Machine Company. I suppose that is the one you mean?

Q. Yes. Now, when did you cease to be familiar with this trade? A. Not since 1908, with the details.

Q. Well, in 1908, when you were familiar with it, that was the system, wasn't it? A. No, I wouldn't say that.

Q. You had contracts at that time with the shippers to
9119 do all their shipments for a given period, and you had a time contract? A. No, I think not.

Q. Do you mean to say that you have not been familiar with that Brazil trade since 1908? A. Not to speak of, no.

Q. Didn't you preside at the meetings of this conference in the Brazil trade for a number of months in 1909, for instance? A. If I presided at all it was only during the holiday season of Mr. Sparks, or when he was sick. He was sick for six months. That is the only time.

9120 Q. That was in 1909, wasn't it? A. It may have been, I think it was. He was sick for six months, I think.

Q. Were you present at the conference meeting when there was a discussion about a certain contract that had been made for railroad supplies and other matters—that kind of a contract which is in evidence here—providing for other shipments and giving the shipper the right to ship a certain limited quantity by the Lloyd-Brazileiro, do you recall that? A. What railway company?

Q. I think it was made by Plummer for himself and the

San Paolo Light & Power Company? A. Yes, sir, I re- 9121
member such a contract.

Q. Do you remember there was quite a row on at the conference because Mr. Plummer had been given the right to make certain limited shipments by the Lloyd-Brazileiro? You remember that, don't you? A. I do not very distinctly, no.

Q. Well, distinctly enough to know that that happened? A. I don't know that happened.

Q. Never heard of that before? A. I say I don't remember distinctly.

9122

Q. You don't remember a contract of that kind being negotiated? A. My dear sir, you ask me now to go years back. Why, that was years back. These are matters which long ago escaped my attention.

Q. I have not gone back to 1873? A. Well, when you get to be my age you will remember certain things that happened many years ago and not remember those that happened five or six years, or so. At least that is my case.

Q. You testified that the conference established uniformity of rates? A. Where? You mean here?

9123

Q. Yes. A. Yes.

Q. You mean by that that the rates are the same by all the conference lines? A. Yes.

Q. You don't mean by that stable rates? A. I don't mean by that fixed rates.

Q. You don't mean by that—you don't contend that the conference prevents violent fluctuations in the rates? A. I think it does prevent violent fluctuations.

Q. You recall, do you, the period you had of the juggling of rates up and down? A. That was in a period of competition.

9124

Q. Well, you still have that difficulty with the Lloyd-Brazileiro? A. It was fighting them at the time.

Q. But that period of competition continues doesn't it, to the present time? A. No, sir, the policy has been changed.

Q. Well, the period of competition continues? A. The Lloyd-Brazileiro is still running, yes, sir.

Q. And in addition to that United States & Brazil Steamship Company is still running? A. Yes, sir.

CUT OFF

9125 Q. So that was a period precisely like the present one? A. No, sir.

Q. Why not? A. Because there was acute competition at that time.

Q. Isn't there acute competition now? A. No, sir.

Q. These lines do not furnish any competition to you? A. We fix rates, and it does not matter what rate we fix, they always cut a little under us.

Q. On all products? A. On most products.

Q. That is true of the United States & Brazil Steamship
9126 Company, too? A. I can't tell, I don't know. I am not acquainted with that.

Q. Now, you don't know all about the Brazil trade, of course, but I fancy that as a matter of fact that the entrance of this Brazil Steamship Company into this situation was talked about quite a little at your office, wasn't it? A. I have not talked much about it.

Q. Well, it has been discussed to some extent, has it not? A. I don't know what they have done in the office.

Q. In your presence? A. Not very much in my presence.

9127 Q. Well, some? A. A little.

Q. And questions of policy have been talked over in your presence, about meeting competition? A. No, sir, not at all.

Q. Are you familiar with the situation, so that you can say whether or not after the time the United States & Brazil Steamship Company started, your conference lines dropped their rates immediately on certain classes of goods, like steel products? A. I have no knowledge on that at all.

Q. You don't know anything about it? A. No, sir.

9128 Q. You heard Mr. Farrell testify, didn't you? A. I don't think so. I was not present when he testified.

Q. You have read his testimony? A. No.

Q. Did you testify at the conference upon the increase in the number of ports served? A. I certainly think so.

Q. Now, let us see, in 1901, the first conference to Brazil was formed? A. Yes, sir.

Q. How many United States ports did you serve at that time? A. We only served New York.

Q. And how much has that increased since 1901? A. 9129
None. I do not have reference to the loading ports, I had reference to the point of destination.

Q. It has shown no tendency to increase the number of loading ports? A. It has, if it is required.

Q. What do you mean by that? A. If the trade warrants or calls for it.

Q. Do you know anything about whether New Orleans, for example, warrants it? A. I don't think it requires it. I believe they want it. Every port wants it.

Q. You know something about the efforts to start a 9130
steamship line from there? A. Yes, sir, I know they want it.

Q. And you never have made any investigation at all to see whether it was something which would pay enough to try? A. You mean me, personally? No, I have not.

Q. Your line, or any of your associates? A. Well, I think my associates know the situation well enough, and know the nature of the cargo that is going, and have reached a conclusion that it is not required.

Mr. Montgomery: I ask to have that last part 9131
stricken out.

Q. I am asking you whether you know from their having investigated the situation? A. I don't know, no.

Q. You know that there are a great many products which can be carried through New Orleans from their point of origin a great deal cheaper than they can to New York? A. Not to Brazil.

Q. I am not asking about Brazil. I asked you whether—I am talking about the products of America which can be carried to New Orleans much cheaper than they can to 9132
New York, from the point of origin? A. Yes, sir.

Q. That is true, is it? A. Yes, sir.

Q. And it is also true that there are ships coming to New Orleans from Brazil with better cargoes of coffee than the ships arriving in New York from Brazil bring—isn't that so? A. At times, yes, sir.

Q. Well, generally, isn't that true? A. More coffee moves to New York than New Orleans.

UT OFF

9133 Q. That may be, but there are more steamers to New York than to New Orleans? A. Yes, sir.

Q. And the average cargo of coffee in a given steamer to New Orleans is greater than the average cargo in the steamer to New York, is it not? A. I would not like to say so, I don't know. I don't think so.

Q. But, in spite of that fact, no service has ever been put on from New Orleans to Brazil by any of these lines? A. There has not.

Q. Can you give any reason for that in the agreement of
9134 the lines? A. No, that has nothing to do with the agreement. The fact is, if it is a cargo that moves from Brazil, it moves more rapidly to New York than it does to New Orleans.

Q. It is true, that the question of the inauguration of service from other ports to Brazil has been discussed by this conference, and that it has been agreed by certain of the lines that the agreement precludes any lines in this conference from inaugurating any service to Brazil from any other port than New York, outside the pool? A. I never heard such a discussion. I don't think it ever took
9135 place.

Q. But don't you remember the discussion of a call from Savannah? Don't you remember a discussion about one of the lines serving or taking cargo from Savannah to Brazil? A. Yes, sir.

Q. And do you remember that one of the lines persisted it could not be done outside the conference? A. It was done.

Q. Do you remember about how long? A. Well, quite a period. Our ships used to go in there to Savannah,
9136 at the time of the competition with the Tweedie Company which it had at that time.

Q. That was before this conference, before 1908? A. I think so.

Q. I am talking about this particular agreement? A. I don't think the question has come up under this agreement.

Q. Well, the record shows it has. A. Well, if you will give me an opportunity, I will refresh my memory and be glad to give you any information I possess.

Mr. Maclay: Mr. Kirlin wishes to ask Mr. Gott- 9137
heil a few questions and he is absent on account of illness to-day.

Hearing adjourned to June 26th, 1914, at 11 A. M.

New York, June 26, 1914.

Hearing resumed pursuant to adjournment.

APPEARANCES: 9138

ERNEST E. BALDWIN, ESQ., and STANLEY D. MONTGOMERY, ESQ., for the Petitioner.

MESSRS. BURLINGHAM, MONTGOMERY & BEECHER,
By Charles C. Burlingham, Esq., for Frederick T. Busk, et al.

MESSRS. CONVERS & KIRLIN.
By M. W. Maclay, Jr. Esq., for Prince Line, et al.

ALLERTON D. HITCH, being first sworn, called on behalf of the defense, testified as follows. 9139

Direct-Examination by Mr. Burlingham:

Q. You reside here in New York? A. Orange, New Jersey.

Q. And your place of business? A. 17 Battery Place, New York.

Q. Connected with what company? A. The Hagemeyer Trading Company, secretary and general manager.

Q. That is an exporting house? A. Exporting and importing.

Q. Commission merchants? A. Yes. 9140

Q. Incorporated? A. Yes.

Q. And how long has it been in existence? A. The Trading Company has been in existence about three years.

Q. And it succeeds what? A. Allerton D. Hitch & Company.

Q. That was your own firm? A. Yes.

Q. For how many years did that firm exist? A. Allerton D. Hitch, 1886 to 1896, and then Allerton D. Hitch & Company.

UT OFF

9141 Q. And you founded that company? A. With my father, yes.

Q. And what was his name? A. Henry F. Hitch.

Q. You have been in business then how many years? A. 30.

Q. And always in this same business? A. Always.

Q. With what particular countries have you dealt? A. Particularly South America, mostly Brazil.

Q. Do you ship to Brazil for your own account? A. Yes, and also for account of our customers.

9142 Q. Do you import from Brazil? A. Yes, for our own account.

Q. That you have been doing for 30 years? A. Yes.

Q. Have you been in Brazil yourself? A. Several times.

Q. When were you there first? A. I was born there in 1865. I was there again in 1886, again in 1894 and again in 1904.

Q. These visits in 1894 and 1904, were they brief or prolonged? A. In 1886, I went all over Brazil as Inspector for the United States & Brazil Mail Steamship Company,

9143 and in 1894, and 1904, as partner of our Brazil house, to manage that house there.

Q. You had a house in Brazil? A. Yes, Henry Forster & Company.

Q. In what business? A. Same business exactly.

Q. Where was the place? A. Pernambuco, Brazil.

Q. Are you familiar with the conditions of trade in the United States and Brazil? A. Yes, sir.

Q. And have been for all these years? A. All these years.

Q. By what lines do you ship to Brazil, and have you for

9144 the last ten years, say? A. All the lines.

Q. The conference lines? A. Conference lines.

Q. The three conference lines? A. And Lloyd Brazileiro, United States & Brazil Steamship Company and occasionally by the steamers we charter.

Q. That was in the eighties, the U. S. & Brazil? A. No, there is a U. S. & Brazil Steamship Company now but that one was the United States & Brazil Mail.

Q. That went out of business in what year? A. I don't remember now; it was somewhere between 1880 and 1890.

Q. Are you familiar with the conditions of trade during 9145
periods of competition between the lines? A. Yes, sir.

Q. Free and unrestricted competition? A. Yes, sir.

Q. And you have been dealing with the lines, exporting and importing, from and to this port, during periods when conference agreements have existed between the steamship companies? A. Yes.

Q. And you have been dealing with these conference lines and other lines during both periods, have you? A. Yes, sir.

Q. You are familiar, of course, with the conference sys- 9146
tem—you know the general— A. (Interrupting) Yes, sir.

Q. During the periods when conference agreements are in existence is there any difference in the rates of the conference lines?

Mr. Baldwin: I object to that; you are asking for his conclusion.

Mr. Burlingham: For a fact.

Mr. Baldwin: I object to it as calling for a conclusion. We are entitled to know what the rates were, what the period was, so the Court can see 9147
whether there is any difference or not. He is not competent and cannot be on these facts.

A. During the periods——

Mr. Baldwin: (Interrupting) I have a further objection. No time is designated here and the whole question is uncertain.

A. (Continuing) During the time there has been a conference agreement of the lines, so far as we know—the 9148
rates, so far as we know, have been always the same for the four lines, except that on some classes of goods the Lamport & Holt Line charged an extra 10%.

Q. Do you know for what reason? A. Yes, faster and quicker service—mail service.

Q. Now, during periods of competition, how have the rates been with the various lines?

Mr. Baldwin: Same objection.

9149 A. Why, we never knew from five minutes to another five minutes what the rate was.

Q. Now, having had this experience for the last thirty years in this trade, will you state what the advantages and disadvantages of unrestricted competition are as compared with periods when trade is conducted by means of conferences?

Mr. Baldwin: I object to that as incompetent, immaterial and irrelevant.

9150 A. I don't think there is any advantage to the shipper when there is a case of fighting between the lines, and freight rates will change every moment, except possibly for immediate shipments. Then possibly you can get a low rate and make an immediate shipment; but for shipments over extended periods, for a month or two in advance, we are very likely to lose our customers, because we name a rate to-day which we think is the lowest and to-morrow some of our competitors will get a rate from the same lines that is just a cut under. Those goods may
9151 be going forward by the same steamer at the same time.

Q. What is the desideratum in trade from the point of view of the shippers?

Mr. Baldwin: Same objection.

A. Regular sailings, sufficient tonnage, quick passages to the points we want to get to, and not roundabout passages, and rates of freight that are reasonable and stable.

Q. Have you secured those desiderata through the conference periods or through the periods of unrestricted com-
9152 petition?

Mr. Baldwin: This is all covered by my objection?

Mr. Burlingham: Yes.

A. The last few years, we have had very much more fixed sailings. We have had better service. We can depend on the boats getting away almost on the date scheduled. Some of the boats always go on the date scheduled. We get a service we can depend upon.

Q. How about the rates?

Mr. Baldwin: What do you mean? 9153

Mr. Burlingham: Have they been reasonable or not during the period of the conference?

Mr. Baldwin: I object to that on the further ground——

Mr. Burlingham: (Interrupting) Say from 1908 on.

Mr. Baldwin: (Continuing) That there is no data here upon which to determine whether or not they are reasonable or unreasonable, and inasmuch as a multitude of facts are involved in whether or not 9154
rates are reasonable or unreasonable, this witness can't testify from pure opinion on that matter.

Mr. Burlingham: I don't want him to say from opinion—from facts.

Mr. Baldwin: You have not asked him whether or not he has gone into the cost of them. I object upon the further ground that whether or not the rates are reasonable or unreasonable is entirely immaterial.

A. I cannot say yes or no covering the whole time. At the present moment the rates, I think, are not only reason- 9155
able, but they are lower than the cost of doing the business, from my own experience in charterings and knowing what the cost is to ship the goods out on our own steamers.

Q. Have you steamers of your own? A. We charter once in a while. We have had steamers for the last year every few months.

Q. Do you ship your own cargoes or put them on the berth? A. Partly our own and partly on the berth.

Q. To what ports? A. Pernambuco, Maceio, Bahia, Rio de Janeiro and Santos. 9156

Q. How long have you had vessels in the trade? A. Since a year ago April.

Q. And have you ever had a line before to the Brazils? A. We were agents for the United States & Brazil Mail Steamship Company, steamship agents for the company.

Q. That agency terminated many years ago? A. Many years ago.

Q. And between that time and a year ago you had nothing to do with steamships? A. No.

E CUT OFF

9157 Q. How many steamers have you in the trade? A. We had?

Q. Now? A. There is only one on charter now.

Q. And you make a trip every three months or so? A. Every three months.

Q. Well, not confining yourself to the immediate present, and going back a period of, say, five or six years, to 1908, what do you say as to the reasonableness of the rates of freight between the United States and Brazil by the conference lines?

9158 Mr. Baldwin: He has already testified he don't know anything about it.

Mr. Burlingham: He has not.

The Witness: I didn't say so.

Mr. Baldwin: I make the same objection.

A. I think the rates have been as a general thing reasonable. There have been some cases where we thought the rates were too high on certain classes of goods, but as a general thing the rates have been quite reasonable as is 9159 shown by the fact that we have got the business away from foreign countries.

Q. Do you keep yourself advised of the freight rates from Europe to Brazil? A. At times we keep ourselves fully posted, at other times we are not. At the present time we are not posted as to the actual rates on all the articles. We do know them on some.

Q. What do you ship, for the most part—what class of goods, in a general way? A. Flour, oil, kerosene, gasoline, cement, machinery and food stuffs.

9160 Q. Are the rates from Europe to Brazil accessible to you—are they obtainable by you?

Mr. Baldwin: I object to that.

A. Yes, by communicating——

Mr. Baldwin: (Interrupting). Incompetent, immaterial and irrelevant, and asking him for a mere expression of opinion.

A. (Continuing). By communicating with our correspondents in Europe and in England. I filed with Mr. Alexander's committee a schedule of rates—comparative rates. It is in that book. (Indicating). 9161

Mr. Baldwin: I ask to have that stricken out as not responsive, what he did with the Alexander Committee.

Q. Have you competition in Europe for this trade? A. Yes, sir.

Q. In what countries? A. Germany, France and England. 9162

Q. Has that been so for the last—— A. (Interrupting). And the Argentine.

Q. (Continuing). Six years? A. Yes.

Q. And more? A. Yes.

Q. Your memory of freight rates goes back, then, to the U. S. & Brazil Mail Steamship time? A. Yes, sir.

Q. That was an American Line, was it not? A. An American Line, subsidized by the American Government and Brazilian Government. 9163

Q. You ship flour? A. Very largely.

Q. Did you ship flour in those days? A. Yes, sir.

Q. Do you recall what the rate for flour was—in the eighties, during the period when the U. S. & Brazil Mail Steamship Company was operating?

Mr. Baldwin: Same objection, incompetent and immaterial.

A. Yes, sir, $1.25 a barrel.

Q. What is it now? A. It varies according to the ports from about 60 cents to 85. 9164

Q. Has there been any change in the trade between this country and Brazil in the last ten years or so—six years, I mean?

Mr. Baldwin: I object to that as immaterial.

A. Why, we have more of the trade.

Q. I don't mean you personally? A. Yes, the United States has more of the trade.

E CUT OFF

2291

9165 Q. In the earlier times, what about the service to the more distant and out of the way ports; how was it obtained? A. Why, it was obtained through steamships that stopped in the northern ports first and then went down the coast and made very long trips in consequence.

Q. Stopping at all points? A. Most of them.

Q. Making a voyage of about how long? A. About 35 days as a rule, I think it was Barbados, Parahibo, Maranhao, Pernambuco, Bahia and Santos.

Q. Then if you had cargoes consigned from here to San-
9166 tos, how long would it be from New York—on the voyage from New York? A. It would be around 35 or 40 days.

Q. And what is the method now? A. Certain steamers are scheduled for the northern ports, and certain steamers for the southern ports, and then some steamers will take one port in the north and one in the south. The Prince Line have direct sailings for Europe. I think Funch, Edye & Company have direct sailings, occasionally, and steamers that are going to the northern ports generally don't go beyond Maceio, or if they do they don't take the
9167 intermediary ports.

Q. Are you speaking now of the conference lines? A. Conference and the Lloyds.

Q. Do you ship by the Lloyds also? A. Yes.

Q. Have you during these last few years? A. Yes.

Q. Are you shipping by them now? A. Yes.

Q. Are you shipping by the United States & Brazil Line? A. Yes.

Q. And that began I think only within a year, did it not? A. That is all.

9168 Q. By which lines do you send the bulk of your shipments? A. Funch, Edye and the Conference Lines.

Q. How large are the shipments that you make? A. About $125,000 a month.

Mr. Montgomery: What does that mean, freight you pay?

The Witness: No, the invoice value.

Q. Take flour for instance; where do you ship flour to? A. All of the ports.

Q. And you ship that for your own account or as agents 9169
for purchasers out there? A. We buy from the millers here and sell to the customers out there, and it is, of course, for our own account. The customers pay the drafts.

Q. Do you make any exclusive contracts with any line? A. No.

Q. You are perfectly free to ship by any line? A. Yes.

Q. And you do so? A. Yes.

Q. Without objection from anybody? A. Yes.

Q. When did this change with regard to the distribution of the ports take place, so that ships went direct to a cer- 9170
tain number of ports and omitted certain other ports in Brazil? A. That has been going on for a good many years now. It has only been done since the foreign lines have come in.

Q. You mean since the Conference? A. Yes, sir.

Q. And what has been the result so far as out of the way ports are concerned? A. Why, we have never been able to get the business for the out of the way ports at all until the Conference Lines put on steamers.

Q. Well, a particular consignment to an out of the way port would be transported in what way? A. For the south- 9171
ern out of the way ports to Rio and be transshipped from there.

Q. By a coastwise line? A. Yes.

Q. What is the system now? A. There is a steamer once a month direct; that is via other Brazil ports, but all the way there.

Q. And that has come into vogue, you say, only since the conferences were established in the Brazilian trade? A. Yes, sir.

Q. Do you avail yourself of the system of joint service 9172
so that if you have a contract with Funch, Edye, for instance, you carry it out on the other ships of other lines? A. Our contracts are made generally for a specific shipment by a specific line, but at times the lines have asked us to agree to put it on one of the other boats of the conference.

Q. What is the largest shipment that you have made of flour, for instance, to one port? A. I don't mean one shipment but one contract?

Mr. Baldwin: This is all subject to my objection.

GE CUT OFF

9173 Q. (Continued) In recent times? A. Well, we lately made a contract for 40,000 sacks of flour for Santos.

Q. For what period? A. For eight months.

Q. And that is distributed over that length of time? A. To be shipped on the combined lines' steamer on the first half of the month for eight months running.

Q. You sent that to Santos via what ports? A. Rio.

Q. The steamer stops only at Rio en route for Santos, except Barbados? A. I think some of the steamers are making one port in the north.

9174 Q. What is the length of time for the trip to Santos? A. Well, it is not over 30 days.

Q. Now, before this arrangement was made between the lines distributing the steamers to different ports, how long would it have taken them to get to that port? A. Certainly five or ten days longer.

Q. What? A. Five or ten days longer.

Mr. Montgomery: Do I understand that question? Directly do you mean—how long would it have taken previous to 1891?

9175 The Witness: No, no, no.

Mr. Baldwin: He means by transshipments, don't you?

The Witness: No, by steamers stopping at all the ports.

Q. Santos has always been a principal port, hasn't it? A. Oh, yes.

Q. That is not a way port? A. No.

Q. It happens to be one of the most southerly ports in Brazil, doesn't it? A. Yes.

9176 Q. Would you without a Conference system be able to make a contract for eight months ahead with a merchant in Santos to deliver 40,000 bags of flour?

Mr. Baldwin: I object to that as incompetent, immaterial and irrelevant.

A. Without a guaranteed freight rate and without being sure that we were not going to run into a steamship fight and cut the rates all to pieces, we would not dare take a contract so far ahead.

Q. Mr. Hitch, you have been taking quite considerable interest, have you not, in the investigation and examination of these various conferences of steamship carriers that operate from the United States and to the United States to and from various countries? A. Since I was called to Washington I have been looking into the matter pretty thoroughly. I did not take any special interest until then.

Q. You were a witness before the Alexander Committee, were you not? A. Yes.

Q. And that Committee was investigating the steamship 9178
combines? A. Yes.

Q. Were you subpœnæd to go down there? A. Oh, yes.

Q. Do you know how they happened to get your name? A. No, I don't. I think they called practically all the shippers.

Q. Do you know whether or not your name was given to them by any of the steamship carriers here? A. Not that I know of.

Q. Well, when you went to Washington to testify before that Committee had you taken up the matter of your tes- 9179
timony with any of the steamship agents here? A. No.

Q. Never did? A. Never had any conversation with them at all on the subject before I went down.

Q. Well, are you here to-day under a subpœna? A. No, sir.

Q. Came voluntarily? A. Yes, I was requested to come.

Q. By whom? A. By Mr. Burlingham.

Q. And you are very friendly with Funch, Edye & Company and a number of these other steamship agents here, aren't you? A. Familiar with them all.

Q. You are very familiar with them? A. With all of 9180
them, yes.

Q. Now, as I understand it, Mr. Hitch, you have never been yourself in the business or carried on the business of a common carrier? A. Yes, sir, we have; we are at the present moment.

Q. What one is that? A. Sampaio Correa Line.

Q. Where did that operate? A. New York to Brazil.

Q. What does it consist of ? A. Chartered steamships.

SE CUT OFF

9181 Q. How many boats do you have? A. It depends entirely upon the Sampaio Correa & Company's requirements, in their contracting business.

Q. You mean by that that you hold yourself out to carry such commodities as anybody offers to ship by you; is that it? A. Yes.

Q. Then, in a sense, you are in the shipping business as well as in the business of a commission merchant? A. Yes.

Q. Now, what ports do you serve down there in your
9182 line? A. All of them, depending—I say all of them—Pernambuco, Maceio, Bahia, Rio and Santos are the only ports we have gone to.

Q. Then, for the purposes of your own shipments as a merchant, as you call yourself, do you use your own line? A. Not very much.

Q, You send your goods over the—by the boats of the Conference lines and the Lloyd Brazileiro? A. And the United States & Brazil; also on our own line, but not as heavily.

9183 Q. How frequent are your sailings? A. I think we had two in April and two in May of last year, and since then we have been having one every three months.

Q. Well, do you charter a boat to make a particular sailing or do you keep the same boats under charter? A. Both.

Q. Well, what is the reason that your sailings are so far apart; haven't you enough business for them? A. The present rates are not remunerative.

Q. Are they remunerative enough to run the boats that you do run? A. No.

9184 Q. Now, why don't you discontinue those and ship entirely over the other lines? A. We had a boat chartered last April for a year and we cannot discontinue that.

Q. This line is only a sporadic line—been in existence for a short time? A. Been in existence two or three years; we have only had charge of it for a year.

Q. Who had it before you did? A. Sampaio Correa's own office in New York.

Q. Then you have really taken over that line to run it; is that it? A. Yes.

Q. You assumed the charter? A. No, we assumed it as 9185
agents for Sampaio Correa.

Q. Well, about a year ago——

Q. When were these charters made for these boats? A. Why, the last steamer—there were two charters made in April, I think, and two in May; one made in May for a year.

Q. You mean this last April? A. No, no—a year ago.

Q. Then, their time must have expired—if they only ran a year? A. No, because the last boat has not finished her voyage up here. Her charter, I think, expired on the 23rd 9186
of May, but we have to get her back to the United States. It has not arrived yet.

Q. How about the other boats? A. They are only trip charters.

Q. Then in the case of the trip charters you run them at a loss? A. I don't think those. A year ago in April those steamers were not probably running at a loss, but they have been since then.

Q. Why don't you discontinue the trips if they are running at a loss? A. I just told you, Mr. Baldwin, we chartered that boat for a year. We cannot get out of the 9187
charter.

Q. You said you had some boats chartered by the trip? A. Yes. We have not made a trip charter since a year ago in May.

Q. How many boats have you at the present time on charter? A. One boat.

Q. And when that boat comes back you expect to discontinue the business? A. That all depends on the Sampaio Correa Company in Brazil. I presume they will discontinue it for the present time anyway. 9188

Q. You have been soliciting business for that line, I suppose? A. Do you mean in the past?

Q. Yes. A. Yes.

Q. In competition with the conference lines? A. Yes.

Q. How about your rates? Are the rates the same as the conference lines? A. No.

Q. Lower? A. Certainly.

Q. You have some advantage, then, to offer your particular shippers in your line, because the rates are lower?

GE CUT OFF

9189 A. Yes, sir, but we could not expect to get the same rates as a steamer going on a fixed date, going to make a quick trip. Our steamers made five ports.

Q. That is not responsive. I did not ask you as to the sailings of those vessels. You have something to offer to the shipper by reason of your rates, haven't you? A. Yes.

Q. Have you any sort of an agreement at all with the conference lines? A. No.

Q. You have been shipping by the United States & Bra-
9190 zil Steamship Company since it started? A. Yes.

Q. And it has been in existence how long? A. I should think six months, possibly more than that.

Q. Have you made any exclusive contracts or time contracts with that line? A. No.

Q. Do they supply you with the requisite facilities you demand? A. Only partially.

Q. Have you ever made any demand on them for space or for facilities they could not give you? A. Yes, sir.

Q. When? A. Last week.

9191 Q. Do you mean to say they were loaded up? A. They refused the business because they did not care to go to the port in one case and in the other case they didn't have a steamer sailing at that time.

Q. You knew that they had regular sailings, didn't you? A. Yes, only one steamer a month; they are not willing to take contracts far ahead, though.

Q. You went to them and found they did not have a boat sailing at the time you wanted it to go; is that it? A. Yes, sir.

9192 Q. You also went there and found that they were unwilling to deviate from their fixed course to go to the port you wanted; is that it? A. On that particular steamer.

Q. And with the exception of that you found that their facilities were all right? A. Why, on such contracts we have made with them; they have been very few.

Q. Whatever it was, you found that their facilities were satisfactory for the business you wished to give them? A. Yes, such business as we did give them, not as we wished to give them.

Q. Cargo handled well? A. I don't know. 9193

Q. You would not go to them as a merchant engaged in this business of long experience if you didn't think they could handle it? A. I presume they could handle it. We haven't had any reports yet.

Q. What was the nature of the shipments that you made over their line? A. Oil and flour.

Q. How about the rates that they quoted; how did they compare with the conference line rates? A. It is a fraction underneath the conference lines.

Q. Now, with reference to the conference lines, I think 9194
you said that in the last few years the service was better and there were fixed sailings. What do you mean by the last few years? A. Well, I should think for ten, possibly twelve years; it is a little hard to tell exactly when. There has been—they have had scheduled times when they sailed.

Q. That obtained right along, regularly? A. Yes, sir.

Q. You mean more or less? A. Yes.

Q. In 1907 and 1908? A. I don't remember exactly the year but for a good many years, now, there have been 9195
regularly understood sailings.

Q. Well, how was that trade handled prior to 1901? A. I don't remember, taking that exact year, what that service was. I would have to look back and see.

Q. The evidence in this case is that the first conference agreement was in 1901? A. Yes, at the time when the rebate system was in force?

Q. Well, I don't know——

Mr. Montgomery: It was before that agreement.

9196

Q. I am asking you about prior to that time, how was the business handled? A. I think it was largely Funch, Edye & Company steamers and the Prince Line steamers.

Q. You mean prior to that time? A. I think so. I am not positive without going back and looking up the data.

Q. Didn't they give good service according to the conditions then obtaining? A. It was about that time that we did not think they gave good service and we made arrangements with another man.

GE CUT OFF

9197 Q. This was in 1901? A. I am not sure about the exact date.

Q. But I am asking you about a particular time? A. I cannot do it, Mr. Baldwin. I have no data before me.

Q. You say in the last ten years the service has been better and the sailings more regular? A. Yes.

Q. That would begin, say, in 1904. Weren't the sailings pretty fair during 1901 and 1902 and 1903? A. Since the time that the conference lines——

Q. (Interrupting) Answer my question. A. I can't tell

9198 you on the dates.

Q. Just say so, that is the thing to do, if you can't answer it. Read the question. (Question read.) A. I can't say exactly as to the years without having an opportunity to look them up.

Q. Well, now, you were asked here about the rates changing every five minutes during the competitive period; when was that competitive period? A. One time was when the Lloyd Brazileiro first came in.

Q. Well, and immediately the rates fell, is that it? A. There was a good deal of cutting of rates about that time.

9199 Q. Did the Lloyd Brazileiro lower the rates; was that the cause of it? A. I don't know who lowered them first.

Q. Well, now, during that time did you make it a business to enquire every five minutes whether the rates were the same? A. Why, certainly, we had to be in touch every time with the rates.

Did the rates change about every five minutes? A. Well, that is not exactly every five minutes, but they often changed twice in a day.

Q. Can you give us an instance where in one day the

9200 rates were changed twice or more? A. No, certainly not, without going back over the records.

Q. Well, when you used the word here in competitive times that the rates changed every five minutes, you would not know five minutes ahead what the rates were, you did not mean that to be exact, did you? A. Naturally not.

Q. What you meant by that was—— A. (Interrupting) Frequently changing.

Q. There was this uncertainty and frequent changes in rates? A. Yes.

Q. Isn't it true that some of the time that changes were 9201
made and the rates as changed would remain at a particular level for a number of days at a time? A. Oh, yes.

Q. And even longer? A. Yes.

Q. Well, as a matter of fact, the rates changed very much according to how keen the competition was and how much freight was offered, didn't they? A. Yes.

Q. Now, the evidence in this case shows that the only competitive period was about seven months in 1906—in 1907. What other period of time have you in mind as to the disadvantages of competition and the instability of 9202
rates other than this period that I mentioned? A. Why, the only thing I have in mind is that when we had fighting with the steamship companies we had changing rates, and when we did not have the fighting we had pretty stable rates, even when there were competitive lines.

Q. You don't mean to go on record here as saying that from 1901 down to the present date—or, say, 1913—there was any open competitive period other than in the months in 1907 and 1908?

Mr. Burlingham: You mean in this trade? 9203
Mr. Baldwin: In this trade, of course. He has been confining himself to this trade.

A. No, I don't care to go on record on that.

Q. So that, whatever the fluctuations were that you have mentioned, the rates were changed in that period? A. At the time when the fight occurred.

Q. Now, during that time were the Conference lines' boats less regular?

Mr. Burlingham: During which time, the competi- 9204
tive period?
Mr. Baldwin: During this competitive time, yes.

A. Why, I think, as I remember it, that during that time the Conference boats did not have any scheduled time to sail—that is, on the 10th and 25th of each month, as they do now.

Q. Well, as a matter of fact, the fixing of a date for actual sailing is rather recent, anyhow, is that right? A. That depends on what you call recent.

GE CUT OFF

9205 Q. Well, considerably since 1906; I mean 1907? A. Well, I cannot say offhand. That is a matter of record. You can take it right from the papers; it is perfectly clear.

Q. Well, now, Mr. Hitch, is it not a fact that with the exception possibly of the Lamport & Holt Line, none of the other Conference lines established what you call fixed sailings until three or four years ago? A. A few years ago they fixed the fixed sailings on a certain date; but they gave us comparatively regular sailings.

Q. Well, didn't that same thing obtain—that is, comparatively regular sailings obtain during this competitive
9206 period of seven or eight months that I have mentioned? A. I don't know positively whether it did or not.

Q. Well, would it refresh your recollection if I were to suggest to you that the representatives of those lines testified that the sailings were regular during that period? A. I don't think it would particularly refresh my recollection; if the proof is that they have made those regular sailings, why, all right.

Q. Now, did you find that—how did you find the rates in that competitive period; I mean the average. Were they
9207 below what they were before? A. Why, yes, naturally.

Q. Very much, weren't they? A. I think they were, yes.

Q. Now, during that period of time were you precluded from making any particular contract of any—or any contract of any consequence with any of your customers in Brazil? A. I can't locate any special contract, but during that period——

Q. (Interrupting). That is what I am asking. A. During that period we didn't make any of these long time contracts. We are making them now.

9208 Q. Did you make them before, in 1906? A. Yes.

Q. And you are making them now? A. Yes.

Q. Well, have you made those and are you making those contracts now, having in view the fact that the conference lines and the Lloyd-Brazileiro and the United States & Brazil Steamship Company are all now available to you for the delivery of whatever those contracts call for; is that right? A. Why, no, they are not; because, take for instance this last large lot of flour, 40,000 bags; that was on the—the customer bought that on the condition that we ship that by the combined lines.

Q. He made the condition down there? A. Yes, sir. 9209

Q. Down in Brazil? A. Yes, sir.

Q. Do you know whether or not that customer in turn was a shipper from Brazil to any other places in South America? A. He is a miller.

Q. What is that? A. That customer is a miller.

Q. You mean to say he imports flour? A. Yes.

Q. He does not grind the wheat and produce the flour? A. Both.

Q. Well, where is his market? A. Brazil.

Q. No other place? A. No. 9210

Q. Do you know whether he imports also from Argentine by the same lines? A. He imports from Argentine, but not by the same lines.

Q. None of the lines? A. They don't run there; there is no such service.

Q. Do any of the vessels of the Prince Line or the Hamburg-American or the Lamport & Holt serve Brazil from the Argentines? A. Not that portion of Brazil, so far as I know—not wheat.

Q. Well, I am not asking as to wheat; I am asking whether or not they serve it? A. You are speaking about wheat, aren't you? 9211

Q. I am asking you whether or not there was any service. A. Yes, Lamport & Holt carried passengers.

Q. No freight? A. Not that I know of. I have never heard of them carrying freight.

Q. What lines do serve northward from the Argentine to Brazil? A. I don't know; I think some of the English lines and some of the local lines.

Q. Are these some of the lines in what is known as this European conference? A. That I have no knowledge of, but the Brazil steamers that go down from here to Brazil don't go to the Argentine; they don't go any further than Santos. There is no way to bring freight back. 9212

Mr. Montgomery: None of them?

The Witness: None of them. Funch, Edye sent down the Rio Grande. None of these steamers do anything but turn back from Santos; Lamport & Holt's are passenger steamers.

E CUT OFF

9213 Q. Don't carry any freight at all? A. Don't carry anything but a high class of freight and so far as I know bring no freight from Argentine up. They certainly don't carry any freight.

Mr. Montgomery: Don't the Prince steamers go to Brazil?

The Witness: None of the Prince are passenger steamers.

Mr. Burlingham: Did I understand you to say, Funch, Edye?

9214 The Witness: None of the Funch, Edye line are passenger steamers.

Q. My question was not confined to the Brazil steamers; my question was general, whether any of these conference lines—that is the Lamport & Holt, Prince and the Hamburg-American—serve the Brazilian ports from Argentine. I don't care what vessel? A. I don't know whether they do or not.

Q. Now, Mr. Hitch, upon what do you base your infor-
9215 mation that the present rates as charged are below the cost of doing business of these various lines that are engaged in the Brazilian trade? A. The fact that, taking the cargo as we have at the present rate of freight, we have a deficit at the end of every voyage.

Q. You are speaking of your own experience? A. Yes.

Q. Well, are you also including in that a round voyage? A. No.

Q. Just one way? A. Yes.

Q. Well, do you charter only one way? A. No, charter
9216 the round voyage.

Q. What do you bring back? A. Nothing. Bring back coffee this trip.

Q. For whom did you bring back coffee, your own account? A. No.

Q. Whom did you bring it back for? A. Merchants in town here.

Q. Well, who are they? A. Well, I don't think it is any business of mine to tell who the people are.

Q. You are on the stand here; I didn't call you. A. I 9217
am not going to give away the people who engaged the coffee to come here.

Q. Do you decline to answer? A. I decline to answer.

Q. Is one of the reasons why you decline to answer the fact that you are afraid some of those shippers may lose some of the rebates they are entitled to? A. No, it is that I am in competition with the regular lines and I don't care to tell them where I am getting my freight.

Q. Well, is this the only boat that is coming now, that is bringing coffee or has brought coffee? A. You mean of 9218
our charters?

Q. Yes? A. Yes.

Q. What other commodities have you been bringing back? A. Nothing.

Q. Well, then, you are coming back in ballast? A. Yes.

Q. Then, your charter rate that you have got to pay for the vessel involves the fact that you have a round trip; that is your return is made without cargo, is that right? A. Yes, sir.

Q. Well, that would very materially affect the question 9219
of whether or not you can do business at a profit? A. Certainly.

Q. And boats that have or can obtain cargo backward, they are in a little different position with reference to the profits aren't they? A. Yes.

Q. In other words, it will depend entirely, whether or not any lines can do business in this trade, or whether or not they can get return cargoes; is that it? A. No, not as to whether they can get return cargoes but whether they can get sufficient freight from the cargo to pay the deficit on the outward voyage. 9220

Q. If they cannot get any cargo it is a foregone conclusion they must be doing business at a loss? A. No, it depends on the rate of freight.

Q. You spoke of the deficit on the outward voyage; in order to ascertain whether or not a vessel has been able to make the round trip at a profit you would have to take and foot up the amount of cargo outward and the amount of cargo inward, wouldn't you? A. Yes, sir.

E CUT OFF

9221 Q. And then, having deducted from that the cost of operation and the cost of the charter party, you would ascertain whether you did have a profit? A. Yes.

Q. Well, if you had a cargo outward that was satisfactory and you had some cargo backward, you would be in a better position on your ultimate profits, wouldn't you? A. Certainly.

Q. And if you had a full cargo backward you would be still better? A. If the rate was as high.

Q. Whatever it may be? A. If you had a full cargo at
9222 half the rates you would not.

Q. You would be better off to have a full cargo back at half rates than to have no cargo at all? A. That would all depend on what the rate was; your stevedoring expenses might exceed the cost of the amount of freight you get.

Q. What was the reason you could not get return cargo? A. I had nothing to do with that; that is the other end.

Q. Don't you know in a general way that it was for the reason that the shippers down there were all tied up on their rebates with the Conference Lines and they didn't dare give it? A. I don't think that was it.

9223 Q. You have investigated it to know? A. Yes.

Q. A moment ago you did not know it was all done down there and now you say you did. What is the fact about it? A. You asked me just now whether it was because they were tied up with rebates and were afraid to ship, and I answered no, that was not the reason.

Q. Did you ever try to get coffee for any of your other return voyages? A. Yes.

Q. Did you find out that the shipments down there were all tied up with rebates? A. No.

9224 Q. Didn't find that out? A. No.

Q. I suppose you never heard they were getting rebates? A. But they are not all tied up.

Q. Are all the large shippers tied up? A. What?

Q. Are all the large shippers tied up? A. No.

Q. Well, why is it then? If you know they are not tied up and there is no reason why they could not ship over your line, how do you account for the fact that you are not able to get return cargo, excepting this one time, of coffee? A. Because the man that went for it didn't go for it in the

right way; if it had been left in my hands we would have 9225
had return cargoes every trip.

Q. Do you know there are rebate agreements down there which the coffee shippers are availing themselves of and have for a number of years, by which they lose their rebates unless they patronize exclusively the conference lines? A. I don't know it, but I have been so informed that there are some of them in that agreement; not all of them.

Q. Did you ever see any of those rebate notices they send out? A. No.

Q. When was the last time you were in Brazil personal- 9226
ly? A. 1904.

Q. Ten years ago? A. Yes.

Q. Who are the coffee shippers that have patronized you on your last boat? A. Is it necessary? Am I obliged to answer that question?

Q. I said before I did not produce you. I am asking you a question. A. Unless I am in contempt, I won't answer that question.

Q. So you decline to answer. Now, Mr. Hitch, with the exception of Arbuckle, don't you know it to be a fact that 9227
all of the large coffee shippers in Brazil have been confining their shipments exclusively to the conference lines for a number of years in order to retain the rebates? A. Why I have heard it so stated, but I don't know it as a fact.

Q. May I ask you whether this shipper whose name you decline—or shippers whose names you decline to give are shippers whose coffee the conference lines have refused to carry for any reason? A. Not that I know of.

Q. Will you go far enough to say that this shipper you have in mind is a large shipper of coffee? A. He is ship- 9228
ping over 50,000 sacks of coffee. I will leave that question to your own conclusion.

Q. Well, do you know whether or not as to this shipper that the conference lines had refused to ship his coffee? A. Not that I know of.

Q. Have you heard of it, I am asking you? A. No, I have never heard of it until this moment. I never heard that they had refused anyone's coffee. I am not in the coffee business.

E CUT OFF

9229 Q. Now, you don't pretend to know whether or not these regular lines are operating at a profit or not, do you know, of your own knowledge? A. No.

Q. So whatever you have said about present rates is just simply this experience you have had with these chartered vessels in this line, is that right? A. Yes.

Q. Under the conditions you have mentioned? A. Yes.

Q. What ports do you bring that coffee up from? A. I don't know.

Q. Don't even know the ports? A. Not yet, no.

9230 Q. Do you know what the rates are that you have quoted him? A. I didn't quote him the rates.

Q. Well, then, who does? Who did quote him the rates? A. Our Brazil office.

Q. Did they communicate the rates to you? A. No.

Q. You won't learn that until later? A. Until the vessel comes here and I see the bills of lading.

Q. Well, your office down there is a branch office? A. No.

Q. Is it an office of equal importance with the one here?

9231 A. Why, the office down there is the Sampaio Correa Company, contractors; our office here is the Hagemeyer Trading Company, agents for the Sampaio Correa. We have an agency contract.

Q. You have an agency contract with them? A. For the conduct of their steamers.

Q. By the way, when is that boat due here? A. About the middle or the end of next month.

Q. Does it stop at Rio? A. I don't know whether it has stopped at Rio.

Q. What is the average time that that vessel takes up?

9232 A. 23 days from Rio, generally; 23 or 24 days when she is coming up in ballast.

Q. Now, do I understand you to say that you make it a business of keeping yourself posted on the European rates? A. I said I have made it so. At times we make it our business to do so.

Q. Well, is that at desultory times only? A. It depends on whether we appear to be losing business; if we do we find out what the rates are on the other side.

Q. Where do you go for that information? A. London, 9233
Liverpool and Hamburg.

Q. Do you enquire of the steamship companies here? A. Why, no, naturally not.

Q. Well, don't you know that these conference lines operate under an agreement by which the rates are supposed to be on a parity with the European rates? A. I have heard it so stated; I don't know anything about it.

Q. Do you know that they have a printed tariff rate? A. No, I have never seen it.

Q. Well, have you heard that they ever had one? A. 9234
No.

Q. It never occurs to you when you want to ascertain what the European rate is to call them up? A. I think I have sometimes asked them if they knew what the rate from Europe was and they think sometimes I am just as much posted as they are. In fact I have had times when they were not posted.

Q. Well, you have got so, then, that you didn't have such confidence in the reports you got from them, so you — A. (Interrupting). No, if they told me a thing I should 9235
believe it.

Q. But you found there were times when they did not know themselves what the European rate was? A. Yes.

Q. Now, how often did that happen? A. Well, I have had cases where the rates have changed on the other side and they were not posted, that is all.

Q. How often was that? A. I don't know; it happened occasionally.

Q. Well, how many times a year, Mr. Hitch? A. I don't think I have had the opportunity to ask that question more 9236
than once or twice or three times a year, and in cement possibly I have asked the question three or four times in the past year.

Q. Well, cement is a product that comes just as well by tramps as any other way, isn't it? A. It depends on the length of the voyage and whether they are going to the other ports.

Q. Well, I say all things being equal it would go on any kind of steamer? A. All things are not equal, Mr. Baldwin; the principal point in cement is the handling.

GE CUT OFF

9237 Q. Yes. A. Cement is put in very bad barrels and you are almost certain to have a claim if your goods are not properly handled.

Q. Do you ship much over the Lloyd Brazileiro? A. To certain ports and certain articles.

Q. Well, what ports and what articles? A. We ship mostly on the Lloyd Brazileiro all goods for the northern ports because they take too long to go to southern ports. We ship principally flour and rosin on their boats—occasionally oil. I don't think I have shipped any cement by
9238 them.

Q. What ports? A. Pernambuco, Maceio and Cabedello.

Q. You mean to say all their vessels are slower than any of the vessels of the Conference lines' boats? A. I mean to say that taking their service as a whole, their service is very much longer than the Conference boats.

Q. Isn't it a fact that the Conference lines have some boats which are very much slower than the others, too? A. I should think that the boats were—leaving out the Lamport & Holt service, which we do not consider in our business—practically don't consider, except for the re-
9239 frigerating service—the Funch, Edye and the German boats and the Prince Line are practically the same length of time, maybe a couple of days difference.

Q. How many days to Rio? A. Well, that all depends on whether they are going to make a northern port or not, also somewhat on the weather. It is a pretty difficult thing to say. I should think their boats would average 26 or 27 days to Rio, after making one northern port, possibly a little more than that.

Q. You say your boats go down about in the same time?
9240 A. No, I don't say anything about it.

Q. Do they? A. No, much longer. They make four other stops and they go to Santos, and they have taken from 30 to 40 days to make the single trip down.

Q. That question of the number of days consumed depends, then, largely upon the number of stops they make? A. And the weather.

Q. It would be true of all boats, wouldn't it, as to the weather? A. Oh, yes; but the number of stops, the delay on account of the weather, is very greatly increased if you

have a number of stops in the north, where there is heavy rain. They have the tropical rains in the north and not in the south. 9241

Q. Not in the north for the whole season of the year? A. For five months.

Q. That leaves seven months that they don't have it? A. Yes. You asked me, Mr. Baldwin, on the question of delay about the Lloyd Brazileiro as compared with the other steamers. We had a contract by the Lloyd Brazileiro a short while ago for shipping flour to Rio de Janeiro. The condition was made by the buyer that that flour should be shipped by the Lloyd Brazileiro because the rate of discharge was cheaper, as that boat went to the dock in Rio. After the first cargo was delivered they cabled they would not accept our drafts if we shipped by the Lloyd Brazileiro. 9242

Mr. Baldwin: I want that stricken out. It is not in response to any question I have asked.

Q. Now, you say that on the mercantile side of your business you are largely engaged in the exporting of what commodities? A. Practically everything. 9243

Q. And what do you import? A. We import wax, cocoa, sugar, cotton at times, wool, and various articles, and don't import coffee.

Q. Now, you state that the rates for flour are much less now than they were formerly? A. I don't think that the rates have ever been as low as they are now at the present time.

Q. What were the rates in 1910 and 1912? A. 1911 and 1912 of flour? It is hard to tell that without referring to my books, but I should judge the lowest rates were around 80c. to 90c., about. 9244

Q. The lowest? A. The lowest.

Q. And a number of years ago you say that the rate was $1.25? A. $1.25 was the regular rate.

Q. When was that? A. That was the time of the United States & Brazil Mail Steamship Company.

Q. As a matter of fact, during 1910 and 1911 and 1912 there were increased rates that obtained almost every-

GE CUT OFF

9245 where, weren't there, the value of tonnage had gone up? A. Yes, freights were much higher.

Q. Yet notwithstanding that in 1910, 1911 and 1912 the rates even then were very much lower than they were way back this time when they had the $1.25? A. Yes, they had no competition at all.

Mr. Burlingham: They had no competition in those days?

Q. When the rates were $1.25? A. No competition at
9246 all.

Q. Then competition has brought about the reduction in that trade? A. Possibly.

Q. Now, you also state that it formerly took longer to make the trips; that was due not only to the number of ports served, but to the fact that the vessels are very much larger and swifter than they used to be. Isn't that it? A. I don't think the vessels are much larger and much swifter than the old United States & Brazil Mail, the fine steamers they had, the *Allianca* and *Seguranca*, which were fine, fast
9247 boats at that time.

Q. Well, what was their tonnage, about? A. I don't remember now. They are running now. They are on the water to-day. You can look it up in Lloyd's register and see the tonnage.

Q. Now, on this—you say you don't make exclusive contracts at all? A. No—that is in the Brazil service?

Q. Yes. Do you make exclusive contracts with any other service? A. I don't know what they do in the China trade or that sort of thing; I have nothing to do with anything except the Brazil service. We ship practically nothing out-
9248 side of the Brazil service.

Q. Now, don't you make—you do make time contracts, don't you? A. Yes. What do you mean by time contracts?

Q. Contracts by which the carrier agrees to take a certain amount on a given number of sailings or within a given time? A. Yes, here is a form of contract (indicating) we use, but that is understood as a definite engagement for a definite quantity of a definite article for a definite port.

Q. Yes. A. It is not a blanket contract; it is one piece of business.

Q. Now, when you made this contract for 40,000 sacks 2949
of flour, did you say that the purchasers of the flour made a condition that you should send it over by the conference lines? A. Yes, sir.

Q. Who made the rates for this flour, you or he? A. What do you mean, the freight rate?

Q. Yes. A. Why, we. We give him the price delivered at his port. He don't know anything about the freight rate.

Q. I was wondering whether he made any arrangements about that? A. No, we do it all at this end. He knows only the price it will cost him in the end. 9250

Q. When was it the conference lines began to distribute their steamers to the different ports? A. I could not tell you that. You can certainly get that from the records.

Q. I am trying to ascertain from you? A. I have not prepared myself for these questions in any way. I didn't know until two or three hours ago that I was even going to be called here and I haven't looked up anything.

Q. Now, you say that without conference you would not be able to contract eight months ahead? A. No, I didn't say that; I say with the lines fighting and the rates changing from time to time we would not feel safe to contract 9251
ahead for a long time.

Q. Well, that would depend very largely on how satisfactory the rate was that you would get, wouldn't it? For instance, if you could get a rate that was so satisfactorily low, then you would feel safe to do it, wouldn't you? A. No, I don't think so, because you can't tell what is a satisfactory rate. Not very long ago I got a rate which I thought was very satisfactory, recommended it to my people that they make a contract ahead for a number of months. Fortunately for them they did not make it. The 9252
rate is very much lower to-day. I didn't suppose it would be any lower—thought it would be higher.

Q. Had it turned out in that instance the conference did not render the rates stable as you say? It went down in spite of that? A. But it was some time afterwards.

Q. But you testify here to the things growing out of conference that are of benefit to the shippers. Now, you give an instance where you expected that you had a stable rate on account of the conference and it turns out as a matter

AGE CUT OFF

9253 of fact that it was not? A. But what was the reason for the thing? It was the fighting of the rate made by another line.

Q. Well, what line, Mr. Hitch? A. What?

Q. What line? A. Two other lines made a fighting rate —the United States & Brazil and the Lloyd Brazileiro.

Q. Didn't you testify a while ago that the Lloyd Brazileiro and the United States & Brazil Steamship Company rates were uniform and just a little lower? A. I said they generally were.

9254 Q. Now, you say there was a period when they were not? A. No, I didn't say there was a period. I said there was a fighting rate made at that time. As a general thing the rate is a little under. Sometimes one line—in the last six months there has been a great dearth of cargo and sometimes much lower rates have been made outside.

Q. Well, you found that as soon as this fighting rate was made by either one of the lines that you mentioned, then the rates of the conference lines went down too? A. A reduction was made by most of the steamship companies.

9255 Q. Made by one, then made by all in the conference? A. I didn't say only the conference; there were other lines besides.

Q. What other lines in that trade? A. Lloyd Brazileiro, United States & Brazil and our own steamers.

Q. So you met it, did you? A. Yes, there was also a very big drop in the rates in Europe.

Q. Generally speaking a big drop? A. No, on this one article.

Q. Oh, this was a rate then on an article? A. Yes.

Q. What article was it? A. Cement.

9256 Q. Have the rates changed on anything else but that cement? A. Not at that time, no.

Q. Did they change afterwards on anything? A. Why, the rates are always changing slightly from time to time.

Q. You mean to say that the conference rates are changing slightly from time to time? A. Yes.

Q. So, in spite of conferences they fluctuated too? A. Why, of course, they fluctuate slightly from time to time, depending on the volume of business going forward and the charter rates.

Q. Is such a miracle with reference to the conference possible during the period of eight months? A. Most decidedly, the conference rates are not a fixed rate without regard to the market conditions. 9257

Q. Now, then, whether you have conference or no conference in order to make your commitments in advance you always have to reckon on the fact that the rates may change? A. Certainly.

Q. Conference or no conference? A. Certainly.

Q. As a matter of fact they do change, don't they? A. Certainly. 9258

Q. And they change sometimes from month to month? A. You mean every month they change?

Q. Not every month? A. You mean there is only a month between changes?

Q. There may be, yes. A. There is only one minute between two changes, because when the change comes there is less than a month——

Q. (Interrupting). After the change is made it may obtain for some little time or it may not? A. It may be maintained for some little time. 9259

Q. But whether it does remain, then, stable for any particular time—— A. (Interrupting). All depends on the market.

Q. And that is true whether you have competition or competitive rates or not? A. It is true in all conditions, that the rates change according to the supply and demand, unless there is some cut and dried arrangement by which they hold up the rates of freight without regard to the market conditions, but that has not happened in this country to my knowledge, not for a number of years.

Q. Now, Mr. Hitch, whether the rates that have obtained—the testimony you have given of the rates that have obtained in the last few years, as to their being reasonable or unreasonable, is not due to the fact that you have made any investigation as to whether or not those rates are reasonable or unreasonable, is it? A. Yes, it is. 9260

Q. Well, in what period of time have you examined into the fact of the cost of doing business of these various

GE CUT OFF

9261 lines in relation to the rates charged? A. What was the first half of that question—in what period of time?

Q. Yes, outside of your own line? A. A year or two years ago I made an investigation of comparative rates with other countries and found we were under.

Q. That is not my question. It is not responsive to my question. A. When I say reasonable rates I don't mean that with relation entirely to the cost. The lines have got at times to take business at a loss. They have got at times to take business at a very large profit and if they

9262 don't do it why in the meantime they don't get anything. It is the relation of the rates to the rates in other countries.

Q. Whether or not the rates are reasonable upon that theory then will depend on whether or not they are on a parity with the rates of other countries, wouldn't it? A. Not entirely; that is one of the things only. That is only one of the causes.

Q. Now, will you tell me this; have you made any examination into the books or affairs of any of the confer-

9263 ence lines? A. No, sir.

Q. At any period of time, to know what it cost them to operate their steamers, so that at the end of any given period they could tell whether they made a profit or no profit? A. To begin with, Mr. Baldwin——

Q. (Interrupting). You cannot answer that question. A. I have never, of course, made any inspection of that. I am not on very friendly terms with any of the steamship companies and have been a fighter against them. I have always chartered my own boats when I thought their rates were exorbitant. I have taken $300,000 away from them.

9264 Q. There have been years when you found their rates were exorbitant? A. That was not a case of exorbitant rates. There was a time we fought them when they had that 10% business on. We would not stand for it. That was an outrage, there is no doubt about that. We fought them.

Q. I wish you would confine yourself to a categorical answer to the question I am going to put. You don't attempt to give or embrace in your opinion here as to whether rates are reasonable or unreasonable over any

period of time, any first hand knowledge on your part of 9265
the cost of doing business of any of these companies? A. Of the companies, no.

Q. Now, Mr. Hitch, in the language of my friend, Mr. Burlingham, there are certain desiderata that you consider necessary in the shipping business, embraced in those regular sailings? A. Yes.

Q. Are you prepared to say upon the record here that during the competitive period that obtained in 1907 and 1908, there were not regular sailings? A. No, I am not prepared without looking the matter up. 9266

Q. Are you prepared to say that during that period there was not sufficient tonnage to supply the demand? A. Not without looking up the matter, but my impression is that we frequently found a scarcity of tonnage at that time.

Q. In 1906? A. During the fight. That was 1907 or something, but they would only put on steamers at the very low rate—enough steamers—as few steamers as they could.

Q. Would it affect your recollection on this subject if 9267
the evidence in this case was to the effect that their sailings were regular and there was sufficient tonnage offered for all the business that was offered at that time? A. If these are the facts, it is all right. I say I don't remember positively, but my recollection is that we had difficulty at times during the fight.

Q. And you will still insist that it was true in view of the fact of the suggestion I make to you of what the record already shows in this case? A. No, I didn't say so. My impression, I say, of the matter is that was the case. 9268

Q. Were the passages any slower in that competitive period than they have been since, according to the size of the boats? A. My recollection is that during that competitive period we did not have boats that made Rio and Santos direct. They took cargo for the northern ports as well.

Q. All boats of all lines? A. Leaving out the Lamport & Holt.

Q. Leaving out the Lamport & Holt? A. Yes, the

GE CUT OFF

9269 Prince, Funch, Edye and Lloyd-Brazileiro during that competitive time were making all the northern ports.

Q. Is Pernambuco visited by the Union Line? A. That is the Funch, Edye Line.

Q. Well, hasn't the population and the general business of that part of the country down there so developed that it has warranted this change of going direct and not serving all those ports? A. Why, the business of Brazil has never been so small in history as long as I have been in business as it is to-day.

9270 Q. That is only temporary? A. It has been for a year.

Q. Well, say, from 1909 down to 1913—including 1913? A. Why, I think—I don't know whether the population is so much as the fact that we have been getting more business, taking it away from the foreigner because we had regular sailings and more dependent service.

Q. Well, I have asked you whether or not you have any knowledge of whether the sailings are any less regular and whether or not that there was any lack of facilities, lack of tonnage, during the competitive period, and you

9271 have testified that you cannot say one way or the other about it? A. Yes.

Q. Well, then, from 1903 to 1908 weren't the sailings regular? A. I should have to refer to the records on that; I can't remember.

Q. You have been produced here as a sort of an opinion witness as to the advantages of certain things, and many things you state are to be desired in this trade. Now, I am asking you when you gave your opinion that you were cognizant of the fact that existed at a time when they were not in competition and whether or not those facili-

9272 ties were any less. Were they or were they not—you are here as an opinion witness? A. The record will show that plainly.

Q. You don't know whether they were, do you? A. I don't remember on certain dates what the facilities were. I have got to look that up; it is perfectly plain on the record.

Q. Yes, it is plain on the record, and it don't state what you state about it? A. What did it state?

Q. Al the tonnage, for instance? A. I didn't make a 9273
statement. I said my recollection of it was that we did not have at times during the fighting all the tonnage we desired.

By Mr. Montgomery:

Q. Mr. Hitch, these desiderata that you spoke of, do they apply to all different kinds of business that you are in in the Brazilian trade? A. Surely.

Q. That is to say and equally? A. No, not equally.

Q. Now, for example, quick passage? A. Well, a quick 9274
passage always, because we sell all of our goods possibly a certain number of days after the goods arrive. We lose interest on a slow trip.

Q. So it might be compensated for by a lower rate? A. Well, the lower rate would have to be at least 1% a month.

Q. That would not amount to very much on a shipment of— A. $125,000?

Q. Yes. A. Yes, but if you got a delay, you must remember that the passage is not the only delay; it is the delivery has a great deal to do with it. Those goods are 9275
almost always delivered into lighters, sometimes the lighters remain a month out in the bay, sometimes they are in the Custom House.

Q. Well, in spite of this interest charge you don't avail yourself of the very rapid service of the Lamport & Holt Line? A. Well, that depends on the cargo; you can't ship oil or gasoline by the Lamport & Holt.

Q. Do you ship flour? A. We do.

Q. By their line? A. Sometimes do and sometimes not.

Q. Do you ship any amount at all by the Lamport & 9276
Holt Line? A. Sometimes, yes, but the Lamport & Holt service is principally to Rio and Santos, and with the exception of one customer in Santos and one in Rio most of our flour goes to other ports.

Q. You don't as a rule ship very much by the Lamport & Holt Line at all, do you? A. Not any flour.

Q. They have a service to Pernambuco, haven't they? A. No.

Q. No service to Pernambuco? A. No.

AGE CUT OFF

9277 Q. Now, the stability of rates. Is that an essential thing on all these lines of goods, for instance, kerosene and gasoline? A. Very material in kerosene and gasoline.

Q. Flour and machinery? A. Flour, yes; machinery not so much.

Q. But on gasoline and kerosene, that is, case oil, isn't it—covers gasoline? A. Yes.

Q. So a policy to vary the rates of case oil up and down would be a very disastrous policy to the shipper, wouldn't it? A. Yes, if it was varying up and down; a
9278 gradual decline or advance is a different thing.

Q. And it would be very much against the interest of the shipper for the conference to take a course of that kind, wouldn't it? A. For the conference?

Q. Yes. A. For all the steamers to.

Q. Yes. A. To take a fluctuating, a rapidly fluctuating rate, yes.

Q. And to adopt the policy of varying the rates— A. (Interrupting) Certainly.

Q. It would be very much against the interests of the shipper? A. Oh, certainly.

9279 Q. And, on account of its doing that, would be working directly against the interests of yourselves, for instance, wouldn't they? A. If they are fluctuating up and down, yes, without regard to conditions.

Q. Well, with regard to conditions, would there be any conditions that would justify a deliberate course of that kind? A. Not a continuous fluctuation, an advance might be justified, or a decline might be justified, but not a continued fluctuation.

Q. You say that all of your goods are sold a certain
9280 time after the arrival of the goods. Is cement sold that way, for instance? A. Yes.

Q. Well, how does cement, for instance, as to its time of arrival—would the rate—isn't the rate of a great deal more difference than the speed of the boat or the speed of delivery—more important to you? A. Not entirely.

Q. I say isn't it of more importance to you—isn't the rate of more importance to you than the time of delivery? A. If the rate is sufficiently lower to obviate the difficulties of the extra length of time on the voyage and the bad hand-

ling—if there is bad handling—yes; but you have got to take into consideration that if a boat goes to many ports a cargo will be badly handled. 9281

Q. Well, isn't it a fact that from Europe the cement is shipped very largely by tramp steamers or at least slow going boats that are outside of this conference? A. Cement, I rather think, as a general thing goes in heavier boat lots, by slower boats.

Q. Yes, from over there, go from here too, couldn't it, very well? A. What do you mean—physically possible, yes. 9282

Q. It is a practical thing to move cement that way? A. It all depends on your financing arrangements. For instance, I had an order of 10,000 barrels for immediate shipment; if I sent that by a slow boat it certainly would not have been satisfactory.

Q. It would not? A. No.

By Mr. Baldwin:

Q. It would all depend on the contract and the financial arrangement? A. It depends on a great many things. 9283

Q. Well, I am asking you that? A. What?

Q. You have given an instance that it depends on the arrangement made, whether you send it by a slow or fast boat? A. No, at this time they wanted an immediate shipment. Their regular instructions are that we shall only ship by certain steamers that will take the cement down promptly and not go to the northern ports. It simply meant that I must ship out the first opportunity on a steamer going direct.

Q. It depends then entirely upon the arrangement made? A. By whom? 9284

Q. By the purchaser? A. Not at all; the purchasers of the cement entirely insist on stuff being sent as far as possible on direct steamers.

Q. Well, isn't that an arrangement? A. Everything is an arrangement.

Q. Well, that is what I say; if they did not impose these conditions it would be all right to send it? A. It would be all right to dump it out in the river, for that matter.

GE CUT OFF

9285 By Mr. Montgomery:

Q. I understood you to say that in all the time you sent chartered steamers to Brazil you have only had just this one shipment of coffee; is that right? A. Coming back?

Q. Yes. A. That is the only one.

Q. And the others have been solicited all the time? A. No.

Q. I understood you to say you had not had the right man? A. We have not the right man down there. If I had been given the opportunity to do that here, I would have
9286 done it right.

Q. How would you go about that, Mr. Hitch? A. I don't think it is necessary for me to tell about my methods of getting trade. I should see the right person.

Q. And that goes to a question of the business. Is there some one person here that handles all the coffee from Brazil? A. I never heard of such a thing.

Q. Well, how would you go to work to see one person here? A. I didn't say go to see one person here. I said go to see the right person. I should go to see the person or
9287 persons who had the making of any contracts for freight.

Q. Well, then, the people that did come down there did not go to the right official? A. I don't even know whether they went.

Re-Direct Examination by Mr. Burlingham:

Q. In your statements as to the advantages and disadvantages of conferences and competitive conditions, unrestricted competitive conditions, have you referred simply to your experiences in the Brazil trade or have you had ex-
9288 perience in other trades? A. Well, we have had some experience in the African trade, but I had very little to do with that.

Q. And have you business with the Argentine? A. Yes, but——

Q. For how long? A. Oh, for a good many years; we have had small business with the Argentine.

Q. You know the conditions that exist in that trade, do you? A. Know very little about it, because the articles we ship are very little.

Q. Do these unrestricted competitive conditions exist 9289
there? A. I think not.

Q. Have there been rate wars there? A. I think there have.

Q. You know about it, from your experience? A. No, I never have had anything to do with handling the Argentine trade matters.

Q. You spoke of a fighting rate a few moments ago? A. Yes.

Q. Was that on some particular article? A. No, when the Lloyd Brazileiro put on a steamer, for instance, the 9290
other lines would have on a steamer at a lower rate of freight.

Q. Now, you stated during your cross-examination something with regard to the delay in the case of the Lloyd Brazileiro. What were the instances you had in mind? A. The first boat took four months to get to Rio, the second two and a half and the third two months, and our agents—and our customer said he would not accept any more drafts if we shipped by the Lloyd Brazileiro, they were too slow.

Q. You spoke, in answer to Mr. Baldwin's questions, of 9291
changes of rates which you concede, of course, take place not only when unrestricted competition exists, but also when conference agreements are in force. That is the fact, is it not, that the rates change? A. Yes, sir.

Q. But when they change do they fluctuate violently during the periods of agreements? A. No.

Q. In periods of unrestricted competition do they fluctuate violently? A. Yes.

Re-Cross Examination by Mr. Montgomery:

Q. On that coffee business, Mr. Hitch, how do you know 9292
that you could get it? What could you do that has not been done? A. I have not done anything to this last boat.

Q. And did you secure this shipment? A. I secured the shipment, yes.

Q. Here in town? A. Yes.

Q. And do you know whether efforts have been made before with other shippers of the same town? A. There have been none made.

GE CUT OFF

9293 Q. Have you made any with any shippers at all? A. I have never made any efforts until this last time. I thought they could handle it down there and they would not let me handle it.

Q. They solicited the coffee down there? A. I don't know whether they did or not. I rather think they did not.

Q. Did you solicit Hard & Rand in New York? A. I have never solicited Hard & Rand, no.

Q. Did you ever solicit Arbuckles? A. Now, you are
9294 getting around to try and find out who the man is——

Mr. Baldwin: Answer yes or no.

Mr. Montgomery: Let me explain, Mr. Hitch. It is in evidence in this case that the Conference Lines have refused to carry the coffee of Arbuckles, which leaves, of course, Arbuckle available to any independent line. Now, if Mr. Arbuckle is shipping by your line that presents one proposition; if it is claimed that anybody else is shipping by your line why it presents an entirely different question, and
9295 that is the reason we urge an answer to that question.

The Witness: I decline to answer. You can find out perfectly well who has got it after the ship sails, but I am under certain agreements and I am not going to say.

Hearing adjourned to June 29th, 1914, at 12 M.

9296

New York, June 29, 1914. 9297

Hearing resumed pursuant to adjournment.

APPEARANCES:

STANLEY D. MONTGOMERY, Esq., and ERNEST E. BALDWIN, Esq., for the Petitioner.

MESSRS. BURLINGHAM, MONTGOMERY & BEECHER; by Charles C. Burlingham, Esq., for Frederick T. Busk, *et al.*

MESSRS. SPOONER & COTTON; by J. C. Spooner, Esq., for Paul Gottheil, *et al.* 9298

MESSRS. CONVERS & KIRLIN; by M. W. Maclay, Jr., Esq., for Prince Line, *et al.*

WILLIAM C. WULP, called on behalf of the defense, being first sworn, testified as follows:

Direct Examination by Mr. Burlingham:

Q. You are one of the directors and an officer of W. E. Peck & Company. A. I am.

Q. What office do you hold? A. I am secretary of the company. 9299

Q. How long has that company been incorporated? A. Incorporated about 25 years, but in existence over 30 years.

Q. Succeeding the firm of W. E. Peck & Company? A. William E. Peck only.

Q. What is the business of that concern? A. Export entirely.

Q. Its office is in the Grace Building on Hanover Square? A. 104 Pearl Street.

Q. And its principal office is here in New York? A. Here in New York.

Q. Where are its branch houses? A. In London, in Buenos Ayres, and agencies in Hamburg, Paris and six of the principal cities in Brazil; I will name them: Para, Bahia, Pernambuco, Rio, Santos, Sapalo, and further south Porto Alegre and Rio Grande do Sul. 9300

Q. What are the principal countries to which you export merchandise? A. All of South America, Australia, South Africa, England and the continent of Europe.

Q. To what extent are you exporters, speaking generally? A. Exceeding $5,000,000 a year.

GE CUT OFF

9301 Q. And most of your business experience has been with Peck & Company? A. I joined Mr. Peck in January, 1889, 25 years ago last January.

Q. What part of the business are you familiar with? A. I am familiar with all parts of it; I started as an office boy and am now secretary of the company, and I have gone through all stages of the business since that time.

Q. And has your concern been exporting to these various countries extensively during the last ten or fifteen years, we will say? A. Yes, sir. To some of them longer than
9302 that.

Q. You are familiar, then, with the methods of doing business? A. I am.

Q. And coming down particularly to the Brazil trade, how long an experience have you had as an exporter? A. June 10th about fifteen years.

Q. By what lines do you ship to Brazil? A. By all the lines that run there.

Q. Those lines are the Conference Lines, the Lloyd Brazileiro—— A. (Interrupting) And the line recently started, the United States & Brazil Steamship Company.
9303 Q. That was started how long ago? A. Actively about within the last year.

Q. Has your experience covered periods when conference agreements were in existence and when competition was unrestricted and there were no agreements?

Mr. Montgomery: I object to that on the ground that it is immaterial, irrelevant and incompetent, and further that the witness should state his knowledge of the conference agreements that have been in existence, and further still that the period should
9304 be definitely named if we are going to talk about it.

Q. Has your experience of periods of competition and periods when conference agreements were in effect been confined to the Brazil trade?

Mr. Montgomery: Same objection.

A. No, it has not.

Q. In what other trades have you had similar experience? 9305
A. We have had some experience in the Australian trade and particularly in the Argentine trade.

Q. Do you do much business with the Argentine? A. Yes.

Q. How long have you had considerable business with the Argentine? A. 25 years.

Q. How about Australia, how long?

Mr. Montgomery: I object to the business the witness's concern may have had with other countries as immaterial, irrelevant and incompetent. 9306

A. About 30 years to Australia.

Q. From your experience in the Brazil trade and other trades what do you say as to the comparative advantages to merchants and shippers of periods when conference agreements existed between steamship lines and when competition is unrestricted?

Mr. Montgomery: I object to that for the reason that it is immaterial, irrelevant and incompetent, for the reason that it fails to distinguish between 9307 the Brazil trade and other trades in which conditions may not be at all similar, for the reason that it fails to fix the period of competition and the period of combination, and for the further reason that the witness has shown no knowledge of the existence of combinations or the non-existence.

Q. The question is what are the comparative advantages?

Mr. Montgomery: I further object, as calling for a conclusion of the witness on its face. 9308

A. So far as we shippers are concerned there are no advantages that I can enumerate at this time of an unrestricted competition on steamship lines running to any particular port. There are, however, considerable advantages in the co-working among the steamship companies, because that produces continuity of sailings, stability of rates and equality of rates, three features in business without which it would be very difficult to conduct it as it is conducted at present.

GE CUT OFF

9309 Q. How do you distinguish between stability of rates and equality of rates? A. Stability of rates I would consider the remaining in force of a certain rate on a certain article for a length of time, whereas equality of rates is that every shipper shall have equal rates on the same articles.

Mr. Montgomery: I want to ask that that be stricken out, and for the further reason that the witness has not shown any knowledge of what any shipper other than his own company paid, and, obviously, no knowledge of equality of rates. If all
9310 questions along these lines can be subject to all the objections I have already made I will make this a blanket objection.

Q. Do you keep yourself acquainted with the rates of freight from European ports to Brazil? A. I do.

Q. Why do you do that? A. In order to see that on competitive articles the rates are the same from England and this country.

Q. Is that desirable? A. Very desirable.

9311 Q. How do you keep yourself acquainted with it? A. We have an office in London and whenever we need any information of that kind we procure it from our London office.

Q. Are there any trade publications from which one can learn rates of freight? A. I don't know of any. Of course, the different lines publish tariffs.

Q. Are they available to all shippers? A. They are available to shippers in England.

Q. Is the custom in England with regard to publishing
9312 and distributing freight tariffs different from that here? A. Yes; I think they are more freely distributed over there than they are here.

Q. What are your particular shipments to Brazil? A. Staples, such as flour and kerosene and cotton seed oil, and manufactured goods, such as automobiles, furniture, hardware; in fact, we ship anything that a customer—we are general commission merchants and ship anything that a customer may desire to buy.

Q. In what articles do you have to meet the competition 9313
of Europe? A. Mostly in manufactured goods, furniture is a line as an instance; automobiles also; hardware.

Q. And that competition is confined to England, or do other foreign merchants compete with you? A. Absolutely.

Q. Such as? A. Germany, France, Belgium.

Q. How do you learn the rates from Germany? A. We have a representative in Hamburg through whom we get that information.

Q. What do you say as to the comparative rates during the conference period, say from 1908 on, from this country 9314
to Brazil and from Germany and England to Brazil? A. On competitive lines I have always found that the rates were practically uniform. Of course, one being in sterling and the other in dollars and cents; there is a slight difference, which is of no account.

Q. You speak of one of the advantages of the conference system being continuity of sailings, I think you said; explain that expression, please? A. It is very necessary in Brazilian markets to have your contracts for certain monthly shipments covering a considerable period at times. 9315

Q. Why is that especially true of Brazil? A. Because Brazil, more than any other market in South America, takes the staple lines like flour. Flour, for instance, a man knows that during a certain period of time he requires a certain amount of flour, but he does not want it all at one time; he wants to buy all of that when he thinks the price proper, but he does not want it all shipped at one time. He wants it shipped at regular intervals of 30 days apart and we have to make our contracts that way and we accept the order from him that way, and he requires us 9316
to make shipments about once a month, at intervals of 30 days, one one day and one another day, to have intervals between them. This could not be done at all unless there was a regular continued service of proper sailings of a week or two weeks or three or four, according to the months, so that we may this month, for instance, ship on a Lamport & Holt steamer because that happens to sail at the time we want; the next month we could ship by a Prince steamer because a Prince steamer happens to sail

GE CUT OFF

9317 30 days after the Lamport & Holt steamer, and the following one we may have to take a Funch, Edye steamer.

Q. Is that what you mean by continuity of sailings? A. Yes, sir.

Q. We have sometimes in this case spoken of that as the joint contract system; that is, if a shipper has made a contract with one of the lines, if he has the privilege of substituting another steamer, or if the shipper has the privilege of sending forward by another steamer, we have in that case called it the joint contract system; that is the

9318 same thing? A. Yes. There is another thing comes in there in continuity of sailings, comes under that topic, and that is the arrangement which exists between steamship companies to call at a certain port—have certain steamers call at certain ports. Now, if every steamer called at every port, on the fourth and fifth and sixth ports we should get a very poor service.

Q. Take Santos, one of the most southerly ports, would that be so there? A. Yes, it would be so, decidedly. Of course, there are other ports more southerly than Santos.

9319 Mr. Montgomery: This is all subject to my objection.

The Witness: Santos, for instance, takes a great deal of flour. If every steamer called at every port between New York and Santos——

Q. In Brazil you mean? A. Brazil, the flour would probably be spoiled by the time it reached Santos.

Q. Has that system been developed within comparatively recent times or not? A. It has. It has been developed within comparatively recent times and due entirely in my

9320 opinion to the harmonious co-working among the steamship lines.

Q. You refer particularly to the distribution of ports? A. Yes.

Q. So that one steamer will sail to certain specified ports and another will sail to certain other specified ports? A. Yes. For instance, one steamer will sail to Bahia and Pernambuco and the next steamer will sail probably to Rio, slipping by Bahia and Pernambuco, and the boat goes

quicker to Rio than it would if it made these intermediate 9321
ports.

Q. What in your opinion and experience has been the effect, if any, of this system on the number of ports, the trade with way ports or small ports? A. I don't believe it has any effect on the trade with those smaller ports because they get their service just the same.

Q. I don't mean as to any earlier time. The evidence in this case shows that some of the smaller ports were not served except by transshipment by coastwise lines? A. That is true, and has been true up to comparatively recent 9322
times.

Q. And what is the system now? A. To-day all the ports are called on direct.

Q. And I need not ask you whether that is advantageous to the merchant? A. It certainly is.

Q. Have you yourself ever been in Brazil? A. I have.

Q. Frequently? A. I have made two trips to South America.

Q. When were they? A. One in 1910, and one in 1913.

Q. And did you go to most of the ports? A. I did.

Q. What was the object of your trip? A. It was just a 9323
general calling on our agents and becoming acquainted with them and talking over business affairs.

Q. During your business experience have you seen any change in the trade with the Brazils? A. It certainly has increased very remarkably in the last few years.

Q. Now, as to rates—in a period of active, unrestricted, even cut-throat competition the merchant gets the advantage of very low rates at times, does he not? A. The shipper does not; because whatever rate he pays he charges to his client. If he pays a low rate he charges the same to his 9324
client.

Q. Then the consignee gets advantage of it at any rate? A. The consignee does.

Q. Now, are there any advantages or disadvantages that occur to you in that system? A. I should consider that they were mostly disadvantages.

Q. Why? A. Because we can never figure ahead on the rate of freight he is going to get, and therefore he cannot make his price accordingly and sometimes he gets a low

9325 rate to-day and on next week's steamer he may pay a higher rate or a lower rate again. There is no stability about the rates and therefore, it is to his disadvantage.

Q. You are now referring to the shipper or consignee? A. Consignee.

Q. Has that any disadvantage for the shipper himself? A. It has.

Q. What is it? It has this disadvantage: that he is not able to make forward contracts such as has been a great part of his business at the present time. To make a for-
9326 ward contract we have to accept an order at a price to deliver, which includes the freight, and in order to do that you have to be very sure that you can get that rate of freight for a period of time, and that you have steamers at the time you want to forward your goods. Now, if there is unrestricted competition at a constantly fluctuating rate of freight it is an absolute impossibility to say with certainty that three or four months hence we are going to have a steamer at a certain time. Now, the rate will be that on which you base your calculation in taking the order—

9327 Mr. Montgomery: That statement is particularly glaring. I ask to have that stricken out as purely a conclusion of the witness as to what might happen, and not based upon any specific period of time. If the witness can be qualified to talk about these things I think he should be.

The Witness: I had in mind an experience that did happen, not what might happen.

Q. The answer that you have just given, is it theory
9328 or is it based on experience? A. Experience.

Mr. Montgomery: Objected to.

Q. On what experience? A. Based on both the Brazil and Argentine trade during the last 25 years.

Q. Has your house had any experience as steamship agents? A. Yes.

Q. What? A. We were agents for the Insular Line running between New York and Porto Rican ports.

Q. Personally I do not suppose you had anything to do with the management of it? A. Not the management, no,

sir; simply as an officer of the company with the general supervision of it. 9329

Q. And the trade with Porto Rico has been characterized by agreements in combination or by competition? A. During the last three years by unrestricted competition.

Q. What has been the effect on freights? A. The freights have been 75% of the former tariff rates. Now they are going up again because a combination has been reached, or an agreement. For the past three years there was a merry war.

Q. Did you ship to Porto Rico? A. We were not shippers ourselves; we were simply carriers. 9330

Q. You have never been in the Porto Rican trade? A. No, sir.

Q. What sort of contracts do you make in the Brazil trade, exclusive contracts or long-term contracts or what—I don't mean with buyers, I mean with the steamship companies? A. We make contracts covering each individual transaction as it takes place.

Q. Do you remember any contracts by which you agreed exclusively to deal with the conference lines? A. No, sir.

Q. You have never done that? A. No, sir. I have a 9331 form of contract that we have used in that business, an actual contract. I stuck it in my pocket this morning to show you. (Producing paper.) There is a contract we use with the lines whenever we have a certain shipment to make.

Q. And is this the only sort of contract you have made? A. Yes.

Q. You really contract for space? A. For space for certain definite shipments.

Contract referred to marked Defendants' Exhibit No. 40 9332 for id.

(It is agreed that a copy may be substituted for the original).

Cross-Examination by Mr. Montgomery:

Q. This Exhibit No. 40 for identification you say is made with Funch, Edye & Company as agents for the Hamburg South American Line? A. Yes, sir.

AGE CUT OFF

9333 Q. They are also agents for the Hamburg-American Line, of course? A. Yes.

Q. The same territory? A. In the same territory.

Q. And I see that it provides that the shipments may be made by the steamers of the Hamburg-South American, the Prince and the Lamport & Holt at your option? A. At our option.

Q. Is that clause availed of usually? A. Very frequently, especially where there are a number of shipments over a period of time.

9334 Q. Yes, but this particular shipment I see is for 6,000 bags in each of the months of March to September, inclusive? A. Yes.

Q. What would be the reason for not shipping by the Hamburg Line entirely? A. Because they might not have steamers at the time that we want to ship.

Q. Well, they have one the first and last half of the month, don't they? A. Yes, sometimes but not always those steamers make the ports. This is for one particular port, Santos. The steamer this month may go direct to Santos, next month the steamer may go to another port

9335 and then to Santos, and we would not want to ship the flour that way, so that we always have the option of placing it on any other steamer available at the time.

Q. If the schedule were made up in advance you could just as well make separate arrangements for the different shipments, couldn't you? A. It would be less convenient to make it that way. We would have to negotiate with two or three different companies instead of negotiating with one.

Q. Still you say that you deal with the Lloyd Brazileiro?

9336 A. Yes.

Q. And with the United States & Brazil Line? A. Yes, but usually forward shipments usually have to be made with one of the other lines because the Lloyd Brazileiro service is not sufficiently regular to provide for the constant shipments at given intervals. I think you will note that the contract is made quite some time previous to the first shipment.

Q. Yes. You ship quite a good deal by the United States & Brazil Line, don't you? A. We do.

Q. What class of articles do you ship by that line? A. 9337
Steel products and manufactured goods, mostly automobiles and such things as that.

Q. What other manufactured goods besides automobiles? A. Well, so far, of course, the service has not been in existence very long; so far the principal shipments we made constituted automobiles and steel products.

Q. Are there any articles that you ship exclusively by the Lamport & Holt Line on account of their fast service? A. No.

Q. You haven't any of the kind of freight that necessari- 9338
ly moves by the faster steamers? A. Well, yes, we have. All perishable freight has to move by the fast steamers.

Q. What perishable freight have you? A. Flour I consider perishable freight.

Q. Did not flour use to go in sailing vessels? A. Not now.

Q. I say it used to, didn't it? A. Many, many years ago I think it did.

Q. And wasn't there a time when the shipper was glad to have it take a long time to arrive? A. Not to my knowl- 9339
edge.

Q. Not within your recollection, perhaps? A. Not within my recollection.

Q. Do you mean that flour deteriorates rapidly en route? A. Especially to the tropics.

Q. Doesn't that depend somewhat upon how it is shipped, whether in bags or in barrels? A. Yes; mostly shipped in bags.

Q. It is mostly shipped in bags? A. Yes.

Q. What are the rates on automobiles at the present time 9340
by the United States & Brazil Steamship Lines? A. I think the present rate is about 28 cents a foot.

Q. 28 cents a cubic foot? A. Yes.

Q. How much are they by the conference lines, if you know? A. My recollection is about 30 cents a foot.

Q. So the Steel line is a little bit cheaper? A. Yes, a little bit cheaper.

Q. The United States & Brazil Line I mean? A. Yes.

Q. What was the rate, if you know, on automobiles—by the way, you have been shipping automobiles to South America for sometime, haven't you? A. Yes.

GE CUT OFF

9341 Q. About how long? A. About three or four years.

Q. Do you recollect when the rates became 30 cents by the conference lines? A. I do not exactly; they have been that for some little time.

Q. Approximately how long? A. I should say for the last year probably.

Q. About a year? A. Yes.

Q. Do you remember what they were before that? A. I do not.

Q. Higher or lower? A. I don't remember any decided
9342 change one way or the other.

Q. Has there been any decided change on steel products? A. Not that I know of.

Q. Has there been any marked decrease on any articles recently? A. There has been a general decrease in freights since the high freight, prevailing in 1912, and the beginning of 1913, due to the chartering conditions.

Mr. Montgomery: I move to strike that out as unresponsive.

9343 Q. I guess you don't just get my question, Mr. Wulp. My question is not general conditions of rates, but have the rates generally by the conference lines to Brazil been lower recently? A. Yes, they are lower to-day than they were two years ago.

Q. On what articles, for instance? A. On all articles more or less. I could not enumerate any particular one, but the rates throughout have been reduced.

Q. Your shipments, as I understand it, are all under special arrangement? A. They are.

Q. You do not ship at the tariff rates at all? A. We
9344 don't make special arrangements for small goods, that is, for manufactured goods in small quantities. We make special bookings for those because it is not necessary at the time of sale to make a delivered price.

Q. What articles are those that you sometimes ship in small quantities and at tariff rates? A. Generally hardware and toys, children's vehicles and furniture.

Q. Furniture you ship at the tariff rates? A. Yes, sir.

Q. What is the present rate on furniture by the conference lines? A. To Brazil ports?

Q. Yes. A. I don't recollect exactly. 9345

Q. Do you remember whether it is any lower than it was in 1913—January, 1913? A. I could not say definitely whether it was or not.

Q. Flour you never do ship in small quantities? A. No; we always make special arrangements.

Q. Not in any instance? A. No; always special bookings for flour.

Q. Hardware you say? A. General hardware.

Q. Do you know what the rate is on hardware at the present time? A. I do not. 9346

Q. Do you know whether it is higher or lower than it was in January, 1913? A. I do not know.

Q. As shown by this tariff? A. I do not know whether it is or not.

Q. What steel products do you ship; ship rails? A. Rails, barbed wire.

Q. What is the present rate on rails by the conference lines? A. We do not make special shipments for rails. It is made by the supplier; the suppliers sell to us at a delivered price.

Q. At a delivered price in Brazil? A. In Brazil. 9347

Q. So you buy them delivered in Brazil? A. Yes.

Q. But you probably know what the freight rate is? A. No, I do not, because we have no figuring of freight rates; we know that the Steel Company sells goods at a price per ton or per one hundred pounds delivered at the Brazilian ports.

Q. What steel products do you buy here and ship down there yourselves? A. We ship all—steel rails and wire we buy here and ship down there but we buy them from the manufacturer at a delivered price. 9348

Q. The delivered price in Brazil? A. Exactly.

Q. And there is nothing that you buy F. O. B. New York? A. Nothing in steel.

Q. So that when you say you ship by the Steel line you mean you take delivery by the Steel line, by the United States & Brazil Line? A. So far as their own products are concerned, yes.

Q. What do you say the rate on automobiles is? A. 30 cents a foot, according to my best recollection.

GE CUT OFF

9349 Q. By the conference lines? A. Yes.

Q. To all ports? A. No; I am speaking now particularly of Santos.

Q. Santos? A. Yes.

Q. You don't know when that rate became 30c.? A. I do not.

Q. Do you know what the rate from Europe on automobiles is? A. I have not investigated it recently; no.

Q. What was the rate when you investigated it? A. If I remember correctly the last time I looked into it it was
9350 about 60 shillings.

Q. What would that be in American money? A. That would be about $14 a ton.

Q. And how much per cubic foot? A. 30c. would be equivalent to about $12 a ton.

Q. You don't know when that was? A. I do not.

Q. About how long ago? A. I should say about three years ago.

Q. About three years ago? A. About that.

Q. Don't you keep track of European rates any better
9351 than that? A. We do when anything arises that makes it necessary for us to know. Our customers generally keep us advised if there is any difference.

Q. What recent investigation have you made into any European rates? A. I have made investigation into rates to other markets within the last year.

Q. To Brazil you mean? A. No, Australia.

Q. But not to Brazil? A. Not to Brazil, no.

Q. So that you cannot state definitely or you have no information whether there is any parity maintained with Europe at the present time in the Brazil business? A. I
9352 am not positive on these, except if there was such a condition our customers would——

Q. Now, wait a minute. Answer the question. Don't say what might happen or what your customers might do; that is a mere conclusion of your own? A. I didn't say they may; I think they would.

Q. You think they would; that is an obvious conclusion. You don't know what they would do until they do it.

Mr. Montgomery: I ask to have that answer stricken out as not responsive and a mere conclusion. 9353

Q. Do you know whether there is a rebate paid from Europe? A. Not to my knowledge.

Q. You don't know about that? A. No; we don't receive any.

Q. Do you ship from Europe to Brazil? A. No. I thought you were referring to rebates on shipments from here, made in Europe. 9354

Q. No. A. I don't know anything about the rebates made in Europe.

Q. You don't know whether when you ascertained the European rate, whether that is net rate and whether there is a rebate on it? A. I know in some instances there is a rebate quoted; for instance, in the Australian investigation I mean.

Q. But the Brazil business I am speaking of? A. I don't know of my own knowledge that there is such a rebate.

Q. You say you don't ship to Brazil at all? A. No. 9355

Q. When you ascertain that a rate from Europe is apparently the same as a rate from here, you don't know then whether the European shipper gets a deferred rebate from that rate or not? A. I do not.

Q. You said, I believe, Mr. Wulp, that you ship by all of the lines running to Brazil? A. Yes.

Q. I take it that you do not ship at all by chartered steamers or tramp steamers? A. Yes, we have shipped once or twice by outside steamers.

Q. Once or twice in how long? A. Within the last six months. 9356

Q. And what proportion of the cargo that you moved to Brazil within that period did the chartered cargo amount to—or the cargo shipped by the chartered steamers amount to? A. Very small; I cannot tell exactly how much.

Q. Would it be 1%? A. About that.

Q. Of the cargo moved during that time? A. There happened to be very few steamers during that time; I think only two.

GE CUT OFF

9357 Q. In the preceding six months did you move any at all by chartered steamers? A. In the preceding six months I never knew of any tramp steamer going down there.

Q. How much would that percentage run, do you suppose, Mr. Wulp, in the last, or say, since 1908, roughly? Of course, I know that you cannot figure it out and give me the figures offhand but if you could tell me in a general way about what percentage of your cargo has moved to Brazil by chartered tonnage since, say, February 14th, 1908? A. I cannot go back to 1908 for the simple reason
9358 that there wasn't any such tonnage during those years excepting in the last year, or the last six months.

Q. Then you would say that from February 14, until about six months ago that none of it moved by charter? A. No, none of it moved.

Q. And about 1% of what has moved within the last six months has moved by chartered steamers? A. Yes.

Q. You ship a good deal of cargo down there and it is quite varied? A. Yes.

Q. You could be called a large shipper? A. Among the
9359 large shippers.

Q. Why don't you charter steamers of your own? A. For several reasons. In the first place, we haven't enough tonnage available at any given time to fill a steamer, and we would have to take outside trade in order to complete the cargo. And furthermore because we prefer to deal with the existing lines rather than to go into the steamship business ourselves. Another reason——

Q. Well, you think that unless one intends to go into the business it is not a profitable thing to make a sporadic charter now and then? A. It is not.

9360 Q. It is not a practical thing for a shipper to do even though they are large shippers? A. It is not.

Q. You are pretty familiar I suppose with the business of the large shippers here, that is, in a general way, what it would amount to? A. Yes.

Q. Is there any large shipper here who could profitably charter steamers and make his deliveries to Brazil in that way as a regular thing? A. I don't know of any.

Q. Then one reason would be, too, wouldn't it, that it would be very difficult or impossible to obtain return cargo

from Brazil for a chartered steamer? A. Yes, that would 9361
be a reason.

Q. Not being a constant business and not being in touch with the movement of cargo from Brazil and irrespective of any effect that coffee rebates might have, it would be difficult, wouldn't it? A. It would be, yes.

Q. Even if coffee were free and not tied up in any way it would be difficult to get return cargo, wouldn't it? A. I assume it would be.

Q. And if the coffee were all tied up by the rebate system, why it would be impossible, wouldn't it? A. I pre- 9362
sume so.

Q. There isn't any cargo that gets in from Brazil that amounts to anything except coffee, is there? A. No. Rubber.

Q. So that the services that are available to you are, after all, line services? A. Yes.

Q. Not necessarily conference, but they are line, services? A. That is right.

Q. And the competition of the tramp steamers in that traffic is a neglible factor, isn't it? A. It is.

Q. Now, you have said that it is more convenient to make 9363
a single arrangement with the Hamburg Line for shipments by a number of lines than it would be to make several arrangements? A. Yes.

Q. After all, that inconvenience wouldn't be great, would it? A. It would; it would be very great for the simple reason that if you make an arrangement with one line we look for that line to carry it out, and we don't have to bother about what arrangements they make with the other lines. For instance, if we booked for a shipment monthly and we make the first shipment and when the second ship- 9364
ment comes around we go to the line with which we have contracted and say we have this shipment for the second steamer and we look to them to prepare a steamer.

Q. But I see the contract retains an option in yourselves as to steamers? A. Yes, because they might want to ship by a steamer that makes too many intermediate ports, and therefore, we reserve the option to reject such a steamer, because if possible we want a direct steamer to the port to which we are shipping.

GE CUT OFF

9365 Q. But after all, if the lines were responsible and you had knowledge of their sailing dates in advance it would not be so very difficult? A. It is hard to get knowledge of any advances for such a length of time. You see this contract runs over a good many months, and we cannot get advance knowledge of the sailing dates six months hence. We know that there will be steamers, but whether they will be one line or another we don't know.

Q. I believe you said that the tariff of rates in Europe is distributed to the shippers? A. Yes.

9366 Q. It is not so here, is it? A. No, it is not.

Q. So that you never know what the rate is without calling up the steamship offices? A. In most instances we have to call up to find out.

Q. And on those articles that you ship at the tariff rates you have to do that always? A. Exactly. Of course, we can at any time get a rate on a number of articles that we might want to ship at any time.

Q. You say that stable rates are desirable to the shipper? A. Yes.

9367 Q. Well, would you say that the rates, for instance, March, 1912, have been stable rates since? A. Fairly so.

Q. By the Conference Lines? A. Fairly so.

Q. Of course, you don't know anything about the rates on flour because you have made special arrangements? A. No, I do know what the rates are. That contract shows what the rate is on flour.

Q. Is that the tariff rate? A. I don't know whether it is printed in the tariff. That is the rate we get from the steamship companies.

9368 Q. That is on a large quantity and under a special arrangement; I am talking now about tariff rates? A. I am not aware of the fact that that is a special rate. I presume every other shipper can get the same rate.

Q. On the same quantity perhaps? A. Exactly.

Q. But that would not necessarily mean the tariff rate; you are shipping 6,000 bags each month for six months? A. Seven months.

Q. Seven months. A. But we can also ship 1,000 bags one month at the same rate.

Q. How is that provided for? A. By simply paying the 9369
rate at the time you receive the enquiry for the flour and at that time the rate was 30c. and continued to be.

Q. Let us see if I understand you. You get an enquiry for 42,000 bags of flour? A. Exactly.

Q. And then you go ahead and arrange for the shipment of it in 6,000 bags— A. No, when we get the enquiry we first obtain the price of the flour and obtain the rate of freight and then we quote a price to the customer.

Q. And make your arrangement with the steamship company? A. Not until we receive the order. 9370

Q. You make an arrangement to ship 6,000 bags for seven months at that rate? A. Yes.

Q. Is there not somewhere in the four corners of this paper an arrangement that entitles you to also ship an additional thousand at the same time? A. No, but there will be other contracts just like that for other quantities. This is one particular order.

Q. Yes, but why do you assume that if you had occasion to ship a thousand bags in addition to these in this interval in one single shipment that you could get the 9371
same rate? A. I don't assume; I know it.

Q. How do you know that? A. Because we have shipped them. This is not the only flour we ship during those months; we are shipping flour to dozens of other customers.

Q. In Brazil? A. In Brazil, during the same time. This is simply one order from one customer; we ship to dozens of other customers in smaller quantities.

Q. On the same steamer? A. On the same steamer.

Q. But suppose you wanted to ship a thousand bags by another steamer on which you did not have any of these 9372
shipments; what rate would you get then? A. On the conference lines?

Q. Yes. A. The rate would be the same.

Q. The rate would be the same? A. Yes.

Q. Regardless of the quantity of that shipment going by a single steamer? A. Exactly.

Q. And that rate would be based upon the fact not of the cost of carriage of that flour, but on the fact that you were giving the conference lines a lot of business, is that

GE CUT OFF

9373 it? A. I don't know what is in the minds of the conference lines when they make that rate. We do give them a lot of business and we get that rate and I presume other shippers get the same rate.

Q. Other shippers of very large quantities by the conference lines? A. I don't know whether they ship large or small quantities.

Q. They have a tariff rate for flour? A. I don't know what it is if they have; I have never seen the tariff.

Q. You speak, Mr. Wulp, of the equality of rates? A.
9374 Yes.

Q. As being desirable? A. Yes.

Q. You don't know, of course, whether there is any equality of rates under the conference system or not? A. I do. I do know from experience, and if there wasn't I would hear of it very quickly.

Q. You don't mean by that that a shipper shipping a small amount of flour, a thousand bags in one shipment, would get the same rate that you get on this large shipment, do you? A. I presume he does.

9375 Q. You presume so? A. Yes.

Q. You don't know, do you? A. I cannot tell of my own knowledge; I haven't seen any contracts.

Q. And, of course, a shipper paying the tariff rate would pay more than you paid, wouldn't he? A. I don't know what the tariff rate is.

Q. You don't know anything about that? A. I don't know the tariff rate.

Q. So that you do not really know anything about the equality of rates, do you? A. Oh, yes, I do. You see when a man is in the market for flour in quantity, whether a
9376 thousand or fifty thousand bags, he sends his enquiry to possibly three or four merchants in this city. We all quote on that same enquiry and if there is the slightest difference in the quotation it would have to be accounted for either by a difference in the price of the flour or by a difference in the rate of freight. We know that the price of flour is the same to everybody and if the rate was not the same to everybody there would be a discrepany in the quotations which would bring it to our attention immediately.

Q. How do you know the price of flour is the same to everybody? A. We have the showings of the manufacturer of the flour to that effect. 9377

Q. That is all you know about it, isn't it? A. That is all, except that if our price is different from another man's price we would hear of it through our representative who quotes on that particular enquiry.

Q. You have a house in Argentine you say? A. Yes.

Q. Buenos Ayres? A. In Buenos Ayres.

Q. Do you ship flour from there? A. No, sir.

Q. Do you know whether flour is shipped from there to Brazil? A. From Buenos Ayres to Brazil I know it is at times, when the Argentine has a large wheat crop. They ship flour to the southern part of Brazil only. 9378

Q. You do that sometimes yourself? A. No, we do not export from the Argentine. We only import to the Argentine.

Q. I believe you testified that there had been a large increase of exports to Brazil in the last fifteen or twenty years? A. Exactly.

Q. As a matter of fact there has been a number of articles in which the trade has entirely originated within that period, isn't there, like automobiles? A. That is true. 9379

Q. What other articles can you recall that we have only commenced to ship within the last two years? A. I think automobiles and possibly motorcycles and goods of that kind that came in within that period of time are the only examples that I know of.

Q. Isn't there quite a business in phonographs and articles of that kind? A. Yes, such business as that has been in existence for many years, only it has increased in the last—— 9380

Q. With the development of these talking machines that has grown? A. Yes.

Q. And business generally in Brazil has been better, hasn't it—or the foreign trade has increased, there has been more effort made there to get trade within the last few years? A. Yes.

Q. And you would not say that that was due entirely to the steamship lines? A. Not entirely, no.

GE CUT OFF

9381 Q. You would say more that the sailings of the steamship lines were due to the commerce, wouldn't you; they worked together, of course? A. Yes, but, of course, in a way that is so, but every factor is a help in developing the business, and the steamship lines, of course, are credited with, and I think properly credited with, a share of the efforts which have been made to develop the trade.

Q. But, of course, how far that result might have been brought about if they had not been in conference, you don't know, do you? A. I don't know definitely, no. It would
9382 be conjecture.

Q. We can all do that? A, Yes.

Q. You ship oil, do you? A. We do.

Q. You have known times, haven't you, when the rate on oil was very uncertain and unstable? A. Only since the Standard Oil Company went into the business direct.

Q. Only since then? A. Yes.

Q. How long has that been? A. About a year.

Q. About a year? A. A little more than a year.

Q. What do you mean by their being in the business direct? A. They have their own representatives in the dif-
9383 ferent places in Brazil and sell their own oil while formerly this was done through the commission houses.

Q. Here? A. Here.

Q. Well, taking in 1909, for instance, wasn't there a considerable movement in the rates of oil up and down? A. There were fluctuations; they were not very considerable.

Q. Haven't the rates on a number of articles fluctuated quite a good deal? A. Not very remarkably, no. Of course, there are always fluctuations.

Q. Do you remember the rates you have been paying on
9384 flour? I see this is dated February 4th, this Exhibit No. 40 for identification? A. It is 30c.

Q. A bag. Have you made any shipments since then? A. We have, a number of them.

Q. At what rate? A. The same rate.

Q. 30c.? A. 30c.

Q. Do you remember how long you have been making arrangements at 30c. a bag? A. I don't know exactly, no, but I think it was all this year practically; since the beginning of the year.

Q. Do you recall what it was before then? A. It was slightly higher before then. 9385

Q. How much? A. I cannot say exactly, but it was higher than 30c.

Q. You can tell? A. The difference was probably less than 5c. a bag.

Q. Could you find out exactly what it was? A. I can find out, yes. I can find out what it was previously to this year.

Q. Could you find out without much trouble what all of your rates have been for, say—all your flour rates for the last two years? A. With considerable trouble I could, but I could find it out if I go back over the old engagements. I know there have been some as high as 35c. 9386

Q. When? A. Previous to the beginning of this year.

Q. That is the highest they have ever been? A. No; that depends on the ports. I am always speaking of Santos. At the other ports the rates are higher than that.

Q. And 35 to Santos was the highest rate you paid? A. No; I don't say that, because I would not want to make any statement without looking up the exact price.

Q. Then the rate that you are paying here is about 6/7 of what you were paying about a year ago? A. I wouldn't want to say that without looking it up. I don't know what it was about a year ago. 9387

Q. About when was this that you paid 35c.? A. I should say about the beginning of the year.

Q. Beginning of this year? A. This year.

Q. That was the highest rate? A. I don't know.

Mr. Burlingham: The highest rate for what period, Mr. Montgomery.

Mr. Montgomery: Since the conference has been in existence. 9388

The Witness: I would not want to say that without looking it up. The conference has been in existence a number of years.

Q. Do you recall ever paying any higher than 35c. a bag to Santos? A. I cannot answer that because I would have to look it up to see. I don't know what we paid. I don't know whether it was higher or lower, but, as I say, I can look it up and let you know.

GE CUT OFF

9389 Q. For how long a period do you think that 35c. rate had been in effect? A. I don't know.

Q. When you ship by the Lamport & Holt Line do you pay primage? A. Not on engagements of this kind.

Q. But you do on some engagements? A. We do on some general merchandise shipments.

Q. Have the rates on general merchandise shipments been lowered 1/7 in the last few months? A. I cannot say how much they have been lowered; some rates have been lowered and some have remained the same.

9390 Q. Some have remained the same? A. Yes.

Q. There has been some testimony here to the effect that charter rates materially decreased in the last year or two? A. I wouldn't want to go back that far; not the last year or two; my best recollection is it was up to the middle of 1913 that charter rates were high.

Q. They declined quite materially since the high point some few months ago it is said? A. Yes, they have declined.

Q. Have the tariff rates or the rates charged by the Conference lines been in proportion to the decline of the char-

9391 ter market? A. I cannot say that because I do not keep track sufficiently of the charter market to make the answer, but they have been reduced as a result of the lower charter price.

Q. Why do you say as the result of the lower charter price? A. It is the natural conclusion. If the charter rates go down and the freight rates go down it is natural to assume the reduction of the freight rate is the cause of the lower charter market.

Q. I just wanted to get your reason for that statement.

9392 Mr. Montgomery: Now I ask to have it stricken out as being a mere conclusion of the witness.

Q. You don't know how far the competition of the United States & Brazil Steamship Line has affected the rates of the Conference Lines? A. I do not.

Q. Has it ever been called to your attention that at the time the United States & Brazil Steamship Company was started there was a very material reduction upon the steel products by the Conference Lines? A. I don't know, be-

cause we do not engage steel products; we buy them from 9393
the steel company delivered.

Q. Do you recall about the time it was started? A. So far as I can remember it was within the year.

Q. About October, wasn't it, 1913? A. Yes; about that time, within a year.

Q. What was the charter market at that time, do you remember? A. It was just commencing to decline.

Q. It had not declined far enough to justify a very large decrease in rates on steel products, had it? A. That I don't know. 9394

Q. So that if the Conference Lines did decrease the rates on steel products very materially at that time you would not say that they did that in response to the charter market? A. I don't know that they have decreased it very considerably.

Q. I say if they did it the record shows that, and I am assuming—that is an assumption in my question? A. Yes.

Q. If they did that at that time, at the time the United States & Brazil Line was started in this service, that would not have been caused by the charter market, would it; the 9395
charter market had not dropped very much at that time, had it? A. It had dropped very considerably. The very first drop was a considerable one.

Q. In October, 1913? A. Yes. In fact it commenced to decline I should say right after the middle of the year.

Q. Well, if the conference were dropping rates in response to the movement of the charter market, they would drop their rates on all the articles, wouldn't they? A. They did on practically all the articles.

Q. At that time? A. From that time on. Those reductions were not made all at one time; they came on gradually 9396
on different commodities.

Q. And on some they have not arrived yet, have they? A. Some few, yes.

Q. And on those few it happens they are not the kind of articles that move in very large quantities by the United States & Brazil Line, are they? A. That I don't know.

Q. You don't ship them by the United States & Brazil Line, do you? A. We do ship by the United States & Brazil Line.

GE CUT OFF

9397 Q. On these articles? A. On which articles?

Q. You said a while ago that there are some articles on which the conference rates have not been reduced? A. Yes.

Q. Now, you named some kinds of manufactured articles I think? A. I don't think I named anything in particular. I said some rates had been changed.

Q. Name some of them? A. I don't know of any just now.

Q. You cannot think of any? A. I cannot think of any.

9398 Q. You know there are some? A. I know some rates remain the same.

Q. And those are things you ship largely by the Conference Lines, aren't they? A. No; we ship by the Lloyd Brazileiro and also by the United States & Brazil.

Q. The articles on which the tariff rate has not been reduced, are they articles that you ship by the United States & Brazil Line? A. I told you a moment ago, I don't recollect just now what the articles are and I cannot answer your question whether we ship them on one line or the other.

9399 Q. Then you don't know that the articles that the United States & Brazil Steamship Line strongly compete for have been carried at much lower rates by the Conference Lines relatively than the cargo that the United States & Brazil Line does not compete for, do you? A. I don't know that they compete for any particular kind of cargo more than other.

Q. Didn't you say this morning there were certain kinds of cargo it was not practicable to ship by the United States & Brazil Line? A. I said perishable cargo, like

9400 flour.

Q. Well, on flour the rates have not been reduced in any such proportion as they have on steel products, for instance, have they? A. I don't know what the reaction has been on steel products, so I cannot say.

Q. Isn't it also true that the merchandise that you ship in small quantities and at the tariff rate is the kind of cargo that you would consider better to ship by the conference lines? A. No, I wouldn't want to say so. We ship

automobiles, for instance, by the United States & Brazil; 9401
we cannot ship flour on the United States & Brazil because our insurance companies won't allow us to.

Q. The insurance companies won't allow you to? A. They eliminate the United States & Brazil Steamship Line, which they consider unsafe to ship flour on.

Q. For what reason? A. For the reason of the longer time taken by the steamers to reach destination and the stops at so many ports.

Q. What insurance company? A. We insure in various companies; one is the Royal Insurance Company and the 9402
other is the Atlantic Mutual.

RE-DIRECT EXAMINATION by Mr. Burlingham:

Q. You have answered a good many questions by Mr. Montgomery as to particular rates, what do you say as to the rates charged by the Conference Lines during the last six years, whether they are reasonable or not? A. I have always considered them reasonable.

Mr. Montgomery: Objected to as asking for a conclusion and for the further reason that he has 9403
shown he does not know anything about it.

Q. Go on. A. I would consider them reasonable.

Q. You were asked a number of questions with regard to the rates charged for certain quantities; do I understand you to say that when you get a rate for flour, for instance, at the same time you could get from the lines the same rate without regard to the quantity that you were shipping? A. We have always specified the quantity.

Q. And the rate has not been dependent on the quantity, 9404
is that what I understood you to say? A. No.

Q. It is not? A. No, because we have had small quantities at as low a rate as we have had large quantities.

Q. I think Mr. Montgomery asked you whether you regarded the tramp competition as negligible; to what period did you refer in answering that question? A. I believe we spoke of the last five or six years.

Mr. Montgomery: I said since the conference formed.

9405 Q. During the period when freights were high and trade was rather booming, is that it? A. Yes.

Mr. Montgomery: I object to that and ask to have it stricken out as being a conclusion and covering a long period of time.

Q. Now, during that period from 1908, have there been or have there not been many tramps in the Brazil trade? A. Very few.

9406 Q. Have you had an experience in years past of the incursion of tramps into a trade? A. Yes.

Mr. Montgomery: Objected to as immaterial, irrelevant and incompetent.

Q. In what kind of times do the tramps begin to show themselves in the trade?

Mr. Montgomery: I object as calling for a conclusion and is in the nature of a speculative guess.

9407 A. Usually when rates are abnormally high.

RE-CROSS EXAMINATION by Mr. Montgomery:

Q. From what you have said I take it that the difficulties in the way of using the tramp steamer are so great in this particular trade that rates would have to be very abnormally high before you could consider using tramps? A. I don't consider the difficulties are any more so in this trade than in any other.

9408 Mr. Montgomery: I ask to have that stricken out as not responsive.

Q. I am trying to be just as fair with you as I can, and I am entitled to a little consideration myself, and when I ask a question I think I am entitled to an answer to it. I don't know what your relations with the Conference are, or anything about it, but I have stood a lot of this proposition and I don't want any more of it. A. I don't know what you refer to.

Q. I refer to this, that when I ask a question I want an answer to it. I don't want— A. I gave you an answer to it. 9409

Q. I ask you a question about this trade and you go speculating around about some other trade, and about conditions generally, and it is not responsive. A. I beg your pardon, and I don't think if you will——

Q. And if the Court were here he would rebuke you. (Question read). Yes or no? A. No.

Q. They wouldn't have to be? A. No, because we have used tramps when they had been offered. 9410

Q. Wouldn't rates have to be abnormally high to induce you to take away any very large part of your business from the Conference Lines and give it to tramps? A. No.

Q. Have you ever done that? A. We have done it whenever there has been a tramp offered we have done it; whenever there has been a tramp offered we have shipped by it.

Q. And that has been on two occasions? A. That is the only two occasions that I know of that a tramp was offered.

Q. Could you give me the dates of those times when you employed—the approximate dates upon which you had used tramp steamers? A. I don't know the exact dates. It was within six months. 9411

Q. Was the first one five months ago or four months ago? A. I can look it up and tell you.

Q. When was the second one? A. The second one was within the last two months.

Q. And at least the time the second one was offered the rates had dropped some? A. They had.

Q. So that they were not at the highest level? A. They were not. 9412

Q. And at the time the first was chartered the rates were not at the highest level, were they? A. They were not.

Q. So that there was a considerable period when rates had advanced to a very high point there still was no tramp tonnage, was there? A. Not to my knowledge.

Mr. Montgomery: I would like to have the witness produce a statement of all the different rates of freight that his company has paid on shipment of

E CUT OFF

9413 flour to Brazil—all the ports in Brazil—from February 14th, 1908, to date, or as nearly as he can comply with it.

Mr. Burlingham: I understand Mr. Wulp to say that he will do the best he can to comply with the request.

The Witness: I will. Of course, all the testimony has been in regard to one particular port. As I understand you you want the rates to all the ports?

Mr. Montgomery: Yes, I want all the ports.

9414

New York, July 2, 1914.

Hearing resumed.

SAME APPEARANCES.

CHARLES I. HENRY, called on behalf of the defendants, being first sworn, testified as follows:

9415 Direct Examination by Mr. Burlingham:

Q. What is your business? A. Export business.

Q. What firm? A. H. S. Henry & Son.

&. How long have they been in business? A. Over thirty years.

Q. And that firm has been in existence how long? A. Since 1882; that is 32 years under that style.

Q. And the place of business now is where? A. 21 State Street.

9416 Q. Is it the successor of a still older firm? A. Yes.

Q. What was that? A. Well, it was succeeded by H. S. Henry who had succeeded to DeCordova & Co.

Q. H. S. Henry was your partner? A. Yes.

Q. And the business then runs back for 60 years? A. Nearly 60 years.

Q. To what countries do you export principally? A. To Brazil; also to Australia; a little to the Far East, West Indies.

Q. Have you been engaged in the Brazilian trade for

some years? A. Yes, sir; nearly all the time I was in the business. 9417

Q. Over thirty years? A. Over thirty years, yes.

Q. What is the nature of your exports to Brazil? A. We ship almost everything. We receive orders from Brazil and fill them here for nearly every line of goods.

Q. And to what ports in Brazil? A. Principally to Rio and Santos, but occasionally to the other ports.

Q. Are you importers as well as exporters? A. No, sir.

Q. Can you state the amount of your shipments in a general way per annum? A. The value? 9418

Q. The value, yes. Would you consider yourselves large or small shippers? A. We are small shippers.

Q. You are familiar, I suppose, with the conditions of the trade between here and Brazil? A. Oh, yes.

Q. And have been during these thirty-odd years? A. Yes.

Q. And during that period have there been times when conference agreements between the steamships have been in effect and other times when competition has been restricted? A. Yes. 9419

Mr. Montgomery: Objected to as immaterial, incompetent and irrelevant, and obviously not within the knowledge of the witness.

Q. Have there? A. Yes.

Mr. Montgomery: The witness understands that does not mean conference agreements with him, but among the steamships.

Q. I said among the steamship lines. A. Yes. 9420

Q. What do you say as to the comparative advantages or disadvantages from the point of view of the shippers themselves of the conference agreement system or unrestricted competition?

Mr. Montgomery: Objected to as immaterial, incompetent and irrelevant, and asking for a conclusion.

Q. Answer, please? A. We have found the conference system to be the most satisfactory for trade like ours.

E CUT OFF

9421 Q. Why? A. Well, as I told you, we are small shippers and it is a decided advantage to us to have regular sailings and steady rates.

Mr. Montgomery: I ask to have that stricken out because it does not appear that regular sailings result from conference nor do steady rates result from conference.

Q. Have you found from your experience that during conference periods—when conference agreements were in
9422 effect—the sailings have been regular and the rates stable? A. Oh, yes.

Mr. Montgomery: Objected to as immaterial, incompetent and irrelevant, and as being too general, and not based upon any specific period. Furthermore, the rates themselves would be the best evidence.

Q. Do you make forward contracts for a long period? A. Yes, at times.

9423 Q. Those contracts are with one of the Conference Lines or several? A. No; with several lines.

Q. Are you familiar with the system by which a contract being made with one particular conference line a shipper is enabled to send goods by other conference lines? A. Yes.

Q. Do you enjoy that system? A. Yes, sir; we have that privilege.

Mr. Montgomery: I ask to have that stricken out. I think the contract itself, if he has one, would be the
9424 best evidence. I object to it.

Q. You say you have had experience of the condition of things when competition was unrestricted? A. Yes.

Q. What has been your experience with regard to rates during that period?

Mr. Montgomery: That is objected to as immaterial, incompetent and irrelevant, and particularly because it does not fix the period of time, and calls for a conclusion.

A. Well, of course, when the various lines were competing there was continual fluctuation in rates, and it was very uncomfortable for the shipper, because he never knew quite where he was at. There is this advantage in steady rates, so you know how to calculate. 9425

Q. Do you ship by these lines exclusively to Brazil? A. Oh, no.

Q. What other lines do you ship by? A. We ship by the Lloyd Brazileiro, and, well, we have had some shipments on this new line.

Q. The United States & Brazil? A. United States & Brazil, yes. We were, however, not direct shippers in that case. It was some goods that came from the United States Steel Company and they gave us a cost and freight price and put them on their own steamers. I would mention that some of our people have written us recently in regard to this new line, saying they understood the freights were lower. 9426

Q. Is that a fact? A. Well, I believe some rates are a trifle lower, but when I came to investigate I found that if they were lower they were not sufficiently so to make it any object to our friends at all, because the class of goods we ship are a better class of goods; they are not bulk goods, and the regularity with which we can supply our friends by the conference lines are such that I was able to write my correspondents that they had better stick to the regular lines. I have never shipped by that new line at all, except in that one instance. 9427

Q. That is directly? A. Directly.

Q. For your own shipments? A. Yes.

Q. What advantage do you find in the Conference Lines over the others, if you find any? A. Well, the Lamport & Holt steamers particularly are quick, and they go absolutely on the date fixed, and that is really of advantage for the class of goods I ship. 9428

Q. What is the class of goods you ship? A. Leather——

Q. To what ports? A. To Rio and Santos. Miscellaneous hardware, machinery—oh, it is quite a long line of goods of that sort.

Q. And what do you say as to the reasonableness or the unreasonableness of the rates of the Conference Lines during a period of the last, say six or eight years—six years?

E CUT OFF

9429 A. Well, they were entirely satisfactory to me and also to our correspondents in Brazil.

CROSS-EXAMINATION by Mr. Montgomery:

Q. Can you think of any other goods that you shipped besides leather and miscellaneous hardware and machinery to Brazil? A. Well, there are a great many things we ship. I cannot recall anything specific beyond what I am telling you. For instance, machinery covers a good many lines; I ship a great deal of well-driving machinery.

9430 Q. What I meant was, are there other articles, like sewing machines, for instance? A. No, I don't think any sewing machines.

Q. Do you ship any flour or anything of that kind? A. No.

Q. What was the nature of the cargo that went by the United States & Brazil Line of steamers? A. It was bar iron.

Q. So you deal in that? A. Well, I had this one order. I do not recall ever having an order before.

9431 Q. It arrived all right, did it? A. It has not arrived yet.

Q. The particular things you ship are the kind that do or not require a fast service? A. Well, they do not require fast service. The fast service is much more comfortable. The sooner you get your goods out the sooner you get new orders.

Q. You ship quite largely by the Lamport & Holt Line, do you not? A. Yes.

Q. Do you have a contract with any of the Conference Lines at this time? A. No, not at this moment. I did have

9432 a contract at the beginning of the year, but an account of conditions in Brazil I had to call it off. I made about three shipments under the contract.

Q. With whom was that contract? A. With the Lamport & Holt people.

Q. Was it for specific quantities of shipments of cargo to go on certain dates? A. Yes.

Q. Have you a copy of it here? A. Not with me; it is in my office. It is for a series of seven monthly shipments.

Q. Of what commodity? A. It was locomotive head-

lights. I don't know whether it is describable as head- 9433
lights—whether the contract was for headlights; it may be locomotive material.

Q. Was that the order you had for filling on those shipments? A. That was the order I had.

Q. You say that the conditions in Brazil caused you to cancel that? A. Yes.

Q. How was that? A. I made three shipments and I had contracted for seven, and then they asked us if we would cancel the order.

Q. That is, the purchaser? A. The purchaser. 9434

Q. So it was not due to anything connected with the steamship service? A. No, nothing whatever.

Q. What rate of freight was named on those shipments? A. I couldn't tell you. It was done in my office. I did not personally do it.

Q. Does it provide for shipments by the Lamport & Holt Line? A. I don't think it did.

Q. Were the three shipments which you made made on Lamport & Holt boats? A. Yes, they were taken on the Lamport & Holt Line.

Q. Did the rate paid contain a primage charge? A. I 9435
don't know about that.

Q. What is the custom in regard to shipments by the Lamport & Holt? Do they ordinarily charge ten per cent above the other Conference Lines? A. Yes.

Q. But you patronize as a rule the fast boats and pay that primage? A. If the date of sailing suits.

Q. And ten per cent, it is worth while to pay that to get that class of service? I mean, you consider it so? A. Yes.

Q. What proportion do you suppose of your shipments 9436
do you consider you pay that ten per cent on? A. I cannot tell you.

Q. Would it be one per cent? A. One per cent of the shipments?

Q. Yes. A. Oh, more than that.

Q. Would it be ninety-nine per cent? A. Oh, I should think it was about half.

Q. About half of it? A. I cannot tell you exactly.

Q. And generally speaking where the date of the ten

E CUT OFF

9437 per cent boats suits, why, you use it, is that right? A. Yes? I think we would.

Q. Do you know how long a time it takes the United States & Brazil steamers to go to Brazil? A. I don't know for a fact, but I think it is about thirty days. I don't know for a fact how long it takes.

Q. You never investigated that? A. I never did.

Q. Did you ever investigate as to what kind of boats they had? A. No.

Q. Do you know anything about them? A. No, except
9438 in a general way I think they are good boats. They were the old Hawaiian Line I believe, and I suppose they had very good boats.

Q. What investigation did you make in order to convince yourself that you ought to write to Brazil, as you did—as you have testified you did? A. You mean with regard to this United States & Brazil Line?

Q. Yes. A. I watched their sailings. They were advertised to sail on a certain date, and I found they did not sail on the date, or for several days afterward; and
9439 the one experience I had with them I believe the steamer did not sail for a week after the sailing date. Now, that is one thing that is a disadvantage. And then I know that they are slower than the Lamport & Holt and the other boats.

Q. You don't know, do you, how they compare, for instance, with the Hamburg-American, do you? A. No, I do not. Some of those boats have made very good trips, and some of them did not.

Q. And about the Prince Line? A. Well, the same thing. Some of their boats have done very well. I got a letter the
9440 other day on the *Portuguese Prince* when she came in and I was surprised at the time that she had made.

Q. What length of time was that, do you remember? A. Twenty-two days I believe.

Q. From here to where? A. Rio.

Q. You do not know the actual time of sailing of the United States & Brazil Line steamers, do you? A. They take in transit?

Q. Yes. A. No, I do not.

Q. Would you be equally surprised to learn that they made it in twenty-one days? A. Yes, I would.

Q. You say that sometimes the United States & Brazil steamers do not leave on the sailing day? A. Yes; I have found that to be so. 9441

Q. Hasn't it happened in this period of thirty years that the Hamburg-American steamers have not sailed on the sailing day? A. I think it has. I do not think they have been thirty years in the trade, but there have been times when they have not.

Q. Quite a number of times, haven't they? A. Yes, I think so.

Q. And you would not say that their advertised dates were kept very religiously, would you? A. I am afraid they are not. 9442

Q. And about the Prince Line? A. Well, the Prince Line slips up occasionally, too.

Q. Hasn't it been the fact that throughout this period of thirty years, that with the exception of the Lamport & Holt Line, which you say is preferable because it sails on a given date, that the balance of the conference steamers have been rather irregular and uncertain in their sailing dates? A. That is so, yes.

Q. So that the conference cannot be depended upon as a panacea for irregularity, can it? A. Well, the Lamport & Holt is absolutely dependable. 9443

Q. Mr. Henry, you are familiar with the fact, aren't you, that the Lamport & Holt carry passengers—has quite a passenger business? A. Yes.

Q. And wouldn't you say that the passenger business of the Lamport & Holt was quite as likely as the conference system to be the cause of the regularity of their boats? A. Yes; I think that is very likely so.

Q. You use the Lloyd steamers sometimes? A. Yes. 9444

Q. For what kind of goods do you use those? A. For bulk goods as a rule; things that are very bulky. And the rate is a little lower, and also it depends sometimes on the condition of the landing at the other end. They may give better terms in landing a heavy cargo than any other line; the free from alongside clause or something like that.

Q. That is to say, this $1.80 that the Conference Lines charge is not charged on the Lloyd Line? A. No. You mean that sur tax as they call it?

AGE CUT OFF

9445 Q. Yes. Isn't there a charge of $1.80 a ton? A. Yes, which is refunded under certain circumstances.

Q. At Rio? A. Yes.

Q. The Lloyd does not have any such charge? A. No.

Q. Does the United States & Brazil line have such a charge? A. I don't think so.

Q. There is quite an advantage in the rate then when you send freight over the Conference Lines? A. That sur tax of $1.80 or 4½ cents a foot is refunded under certain circumstances.

9446 Q. That is a lighterage charge, isn't it, that is refunded if the goods are not lightered on the quay, and then it is refunded, isn't that it? A. Yes.

Q. But if they are lightered they pay that charge? A. Yes.

Q. Now, if you know, how frequently are the goods lightered; how often is that refunded? A. I couldn't tell you how often.

Q. Have you paid it f ntly, or have your consignees paid it frequently? A. know exactly what you call frequently. We alway d we get it refunded on

9447 occasions.

Q. About how r s? A. It seems to me that nearly every mai et a number of these certificates of landing.

Q. Could you say what proportion of your shipments pay that lighterage charge? A. No, I could not do that.

Q. Would it be one per cent.? A. Oh, more than one per cent.

Q. Would it be seventy-five per cent. of them paying that lighterage charge? A. I couldn't tell you the proportion;

9448 it might be about a quarter. I don't watch it very carefully.

Q. That is a factor to get back? A. About twenty-five per cent.

Q. You get it back twenty-five times out of a hundred? A. I think so; I really don't know.

Q. And the other three-quarters you pay it? A. I suppose so.

Q. I don't want to ask you anything you cannot remember, but I want you to get it as near as you can fix. A. Personally I do not look after that.

Q. Now, you have generalized somewhat as to the conditions obtaining under conference and under open competition; can you state what periods of time during the thirty years you have been exporting to Brazil—that is right, isn't it? A. Yes. 9449

Q. Can you give the periods of time when competition has obtained and the periods when it has not? A. I think there was invariably competition until this conference arrangement was made; that is my recollection.

Q. That is any time? In 1908? A. In 1908, or 1906; I don't remember the date.

Q. But there was free and active competition all the time from 35 years— A. Thirty years ago there were very few steamers. 9450

Q. I mean there wasn't any conference arrangement at all in effect in the Brazil trade until in or about 1906, is that right? A. That is my recollection.

Mr. Burlingham: Do you state that as a fact yourself?

Mr. Montgomery: I was just getting it from the witness. 9451

Q. That is your recollection, isn't it? A. I really cannot recollect the exact date—

Q. As near as you can fix it now, Mr. Henry, what were these periods of competition? Start right over again if you want to and fix it now? A. I find it very difficult to give you dates. I think the present arrangement—the Conference Lines—have been working since 1908. I think prior to that there was some competition between the then Conference Lines and the Prince Line.

Q. That is immediately prior? A. Immediately prior if I recollect right, and the Prince Line was independent. 9452

Q. And what were the then conference lines? A. I don't know as they were called conference lines in those days, but I think the Lamport & Holt and the Hamburg-American Line; I think they had the same rates. I think they had an arrangement whereby the same rates were charged.

Q. That is to say that the Hamburg-American and the Lamport & Holt you think were in conference and the Prince Line was independent? A. Yes.

Q. In 1908? A. Prior to 1908.

GE CUT OFF

9453 Q. About how long prior, Mr. Henry? Was the Prince Line a new line in 1908, as you understand it, or had it been in the traffic a long time? A. It had not been in the South American traffic.

Q. And the Lamport & Holt, was that a new one? A. No, that was an old one.

Q. How old was that in that trade? A. As long as I can remember. I think they were among the first steamers, certainly the first English line, from here to Brazil.

Q. Can you state about how long back of 1908, this period
9454 of competition was on that you testified about? A. I don't remember that; I couldn't tell you.

Q. Well, was it— A. As I remember now there was always this competition.

Q. That is to say, during the entire period from thirty years ago up to 1908, is that what you mean? A. Yes. There is even competition to-day, I consider.

Q. Yes; but what I mean is, there was no conference? A. No, there was no conference.

Q. Previous to 1908? A. I am not positive about 1908.

9455 Q. You have testified here about the effects of competition; now, to give any effect to your testimony we will have to know the times you had in mind; that is to see whether you are right about there having been competition? A. That there was competition I remember very well, but just exactly what the date was I could not tell you now.

Q. Did you have in mind a long period, or conditions continuing over a long period, or did you have in mind something that happened two or three times during a short period? A. No, I think there was a long period of competition.

9456 Q. That is, extending over a period of years? A. Yes.

Q. And what lines were competing? A. Lamport & Holt, the Hamburg-American, and later on the Prince Line.

Q. And that continued, as you understand it, over a period of years? A. That is my recollection.

Q. You did not at any rate notice any benefits of conference until 1908, or after, did you? A. No.

Q. Now, since 1908, Mr. Henry, there have been some changes in rates, haven't there? A. Oh, yes.

Q. How do you get a notice of those? A. Well, I don't

think any notice is given us. We enquire about the rates 9457
when we have got anything to ship.

Q. You always have to enquire? A. Yes.

Q. How often do you make these enquiries? A. Whenever we know we are going to ship anything.

Q. That will be about every steamer? A. I think so.

Q. Pretty near? A. Yes; we arrange the freight the same as we arrange everything else.

Q. It would be several times a month, wouldn't it? A. Yes.

Q. And when you call up—I suppose you do that by tele- 9458
phone? A. Yes.

Q. And from your office to the steamship company? A. Yes.

Q. The office of Lamport & Holt, for instance? A. Yes.

Q. Do you find that the rates change a little from time to time? A. Yes.

Q. And state whether or not there have been rather marked fluctuations in rates within the last two or three years? A. Of course, rates went very high. All rates went very high two years ago.

Q. And during that period they were changed a number 9459
of times, were they not? A. I think so, yes.

Q. And now they are a little lower? A. Yes.

Q. And they have changed a number of times that way, haven't they? A. Yes.

Q. And the rates really could hardly be said to have been stable in the last two years, could they? A. No, they have not. Of course, when you talk about rates and stable, all freight rates depend on the market, the market for freight and tonnage—

Mr. Montgomery: I ask to have that stricken 9460
out as not responsive.

Mr. Burlingham: He is explaining his answer, and he has a right to do that.

A. (Continuing). I recall I said something about rates being stable before, and I have just told you that during the last two years rates have not been stable, but that is a very different thing—a rise or fall in rates of the market—that is a time when several different people are quoting several different rates. If I should ship at one

GE CUT OFF

9461 rate and my neighbor ships at another rate or the same rate, that is quite different from finding the rate one thing in May and in June another.

Q. Now, Mr. Henry, in the last two or three years, haven't there been times when a rate made to you one day might be quite different from the rate made to your neighbor the next? A. Well, I don't think a day's difference—yes, it might be, certainly.

RE-DIRECT EXAMINATION by Mr. Burlingham:

9462 Q. In open, unrestricted competition are the changes in rates frequent or infrequent, violent or slight?

Mr. Montgomery: I object to that as immaterial, incompetent and irrelevant, and obviously calling for a conclusion and for an opinion upon the facts which the witness has been shown not to be familiar with.

Q. Answer, please? A. Yes, of course; the changes were very violent.

9463 Q. Now, during the conference period have the changes been violent? A. No, they have not.

RE-CROSS EXAMINATION by Mr. Montgomery:

Q. What violent changes have you in mind, during what period, rather, from thirty years ago until six years ago; during that period of twenty-four years were the rates constantly violently jumping up and down as you understand it? A. In the period—the twenty-four years period —you refer to, during a part of that time there were no

9464 steamers at all, and then there would be one line and that would go out of business and somebody else would come in, and finally when a steamship line was really established——

Q. About when was that? A. I couldn't tell you.

Q. I mean seven years ago or twenty? A. The Lamport & Holt Line, I think they must have been running about nearly thirty years I should think. The Lamport & Holt Line had it a good deal to themselves, and then another line came in, the Hamburg-American.

Q. All I want to do, Mr. Henry, is to test your recollec-

tion a little about the violent changes that you had in mind; the fact is that your recollection is a little vague about those changes? A. It is vague as to dates, but I recollect circumstances—for instance, I remember when the Prince Line—— 9465

Mr. Montgomery: I ask to have that stricken out as not responsive.

Mr. Burlingham: You cannot have it stricken out until it is finished.

Mr. Montgomery: I have a right to an answer to my question. 9466

The Commissioner: You may answer.

A. When the Prince Line first was started here with Mr. Seager as agent, I recollect that he was quoting rates against the other lines absurdly low in some instances, and a shipper never knew exactly what to do in consequence. That existed for some time, and finally the Prince Line went into conference with the other. I don't recollect how long that lasted, except it was a year.

Q. Do you know when Mr. Seager was the agent of this line; about when? A. No, I don't. He was agent until, I should think about five years ago; he was agent for the line after they went into the conference. 9467

Q. You say he quoted absurdly low rates? A. Yes.

Q. Continually; consistently? A. Yes; I think I may say consistently.

Q. That is, his rates were not fluctuating very much then, were they; they were consistently low? A. Well, yes, they were consistently low.

Q. If they were consistently low, of course, they were not fluctuating between high and low, were they—the Prince Line rates? A. I could not answer that question. 9468

By Mr. Burlingham:

Q. You spoke of yourself as a small shipper; on speaking of the advantages of the conference system to shippers had you in mind particularly small shippers?

Mr. Montgomery: Ask to have that stricken out as not a proper question, and immaterial, irrele-

GE CUT OFF

9469 vant and incompetent. If he wants to know the benefits to small shippers he ought to name them and not ask the witness as to whether some other testimony that he has given is applicable to it.

Q. Answer please. A. Well, I don't know that I had it in mind, but certainly those stable rates for all lines are of advantage to small shippers.

By Mr. Montgomery:

9470 Q. The same rates by all lines, is that the answer? A. I think that is right.

Q. You don't pay the same rates by all lines? A. Well, no, we don't.

Mr. Burlingham: I have received a letter from Mr. Wulp, the witness examined at the last hearing, which gives the information asked by Mr. Montgomery, and I present it to him now.

Marked Defendants' Exhibit No. 41 for identification.

9471 Mr. Burlingham: Being informed that at one of the previous hearings, the minutes of which have not been written out, Mr. Gottheil was asked a number of questions by counsel for the Government with reference to a letter from a committee of representatives of the steamship lines to the Committee on the Merchant Marine & Fisheries of the House of Representatives, dated March 3, 1913, I offer in evidence the whole of that letter, which appears at pages 1357 to 1374 of the proceedings of the Committee on the Merchant Marine and 8972 Fisheries under House Resolution 587.

Mr. Montgomery: Objected to as immaterial, irrelevant and incompetent and as a self-serving declaration by defendants and others.

Marked Defendants' Exhibit No. 42.

It is consented, without waiving the foregoing objection, that a printed copy of the letter may be put into the record instead of the Government publication.

Mr. Burlingham: So far as the defendants represented by my firm are concerned, we rest.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA Petitioner, AGAINST PRINCE LINE LIMITED, *et al.*, Defendants.	In Equity No. 9201. Before Samuel M. Hitchcock, Esq., Special Examiner.

New York, July 9th, 1914.

Hearing resumed pursuant to adjournment.

APPEARANCES AS BEFORE:

HENRY M. HUMPHREY, having first been sworn, testified as follows:

Direct Examination by Mr. Montgomery:

Q. Mr. Humphrey, you have already been sworn in this case? A. Yes, sir.

Q. And you testified generally and somewhat in detail as to your inability to ship coffee by the Conference Lines from Brazil to New York and New Orleans, you remember? A. Yes, sir.

Q. I don't want to go into those details at all, but in a general way has the situation changed at all?

Mr. Kirlin: I object to any inquiries as regards northbound lines as immaterial and irrelevant, and as not within the scope of the issue nor the statute under which the action is brought, and may it be understood that all inquiries of that nature be subject to objection without restatement.

Mr. Montgomery: Certainly.

GE CUT OFF

9477 Q. Mr. A. D. Hitch was a witness here in June in this case, and testified that a steamer for which he was the agent was about to—either had left Brazil or was about to leave Brazil for New York with a full cargo of coffee and that that steamer would arrive in the middle or the last of July. Do you know what steamer he referred to? A. He referred to the steamer *Hermiston*.

Q. And what was her voyage from Brazil? A. She has not yet arrived.

Q. But she left what port? A. She was loaded and sailed
9478 from Santos and Victoria, Brazil.

Q. Do you know what coffee she had aboard? A. Coffee shipped by Arbuckle Brothers.

Q. How many bags? A. There were 80,000 bags.

Q. Over 80,000 bags? A. Yes, sir.

Q. You arranged that yourself, did you? A. I authorized it and got all the details before me. I authorized it by virtue of my position with Arbuckle Brothers.

Q. And it was a charter of the ship? A. No, it was an agreement to ship not less than 40,000 bags.

Q. At what rate? A. 18 cents flat per bag from either
9479 port.

Q. Are you conversant at this time with the rate of freights of the Conference Lines? A. Yes, sir.

Q. What are the rates at present? A. The published rate is 40 cents, which was a reduction from May 18th, as we were informed, from 50 cents.

Q. Have you opportunities of shipping to New Orleans at all at the present time? A. We have not.

Q. You could charter for there, of course, if your business warranted it? A. Oh, yes; we could charter.

9480 Q. But you have no means of shipping in small quantities? A. We were informed indefinitely of the rate—that there was a steamer that would go to New Orleans. I don't know anything about the opportunities, because we were not able to take it up.

Q. Do you know what vessel it was? A. No, I don't know; I think it was an outside vessel, an outside steamer.

Q. It was not one of the Conference Lines? A. No, it was not one of the Conference Lines; not that I am familiar with.

Q. So far as you know it was only a single voyage? A. 9481
Only a single voyage. For some reason, a vessel which they wanted to get to New Orleans.

Q. And would perhaps take coffee? A. And would take coffee.

Q. But that is only one instance? A. That is the only instance I know since I testified last.

Q. Do you ever send samples of coffee from Brazil to this country? A. Quite frequently; frequently; send them on almost every steamer.

Q. What is your experience in regard to that? Do the 9482
Conference Lines take the samples for you? A. The Conference Lines took our samples up to about two months ago. They charged us increasing rates, high rates, but we paid them, and lately they refused positively to take our samples at all.

Q. And to what ports were you sending them? A. New York.

Q. New York? A. New York only.

Q. State whether or not that is an important matter in your business—the facility of sending samples to this port? A. It is quite an important matter, regular feature 9483
of business.

Q. And you say they refused to carry them at all? A. They refused to carry them at all.

Q. For how long? A. About two months.

Q. That is all.

Cross-Examination by Mr. Kirlin.

Q. You state that the Conference Lines refuse to carry your samples? What is the basis of your knowledge for the statement? A. Our letters from both Rio and Santos 9484
signed in the firm name, and by the manager of the office.

Q. That is all the knowledge you have on this subject, is it? A. My own knowledge of the matter is contained in letters signed by the firm, by the manager of the office.

By Mr. Kirlin:

I move to strike out the testimony of Mr. Humphrey as to the alleged refusal of the Conference Lines to carry the samples from Brazil.

9485 Q. Did you personally have anything to do with the *Hermiston* matter with Mr. Hitch? A. Yes, that is to say, Mr. Hitch came down, in the first place—he brought the vessel to our attention and wished an offer which he indicated would probably be accepted. He talked first with Mr. Urion, who is in the same department and who works with me. When Mr. Hitch came down I heard the conversation—passed back and forth within my presence—and when the transaction was finally closed the letter was written, and if I remember right, signed by me; at any rate, I
9486 saw the letter and authorized it.

Q. Letter to whom? A. Addressed to the firm.

Q. Hitch & Company? A. No; Hagemeyer Trading Company; that is Hitch's firm; I understand it to be Mr. Hitch's firm; I understood it to be all through the transaction—that he was speaking for the Hagemeyer Trading Company. We didn't agree in the first place; then it came up again afterwards.

Q. You understand how the steamer came to be at Santos? A. No; I don't know how it came to be there. No, I
9487 don't; I don't remember any particular detail. They had a steamer there to go to New York.

Q. Have you a copy of the letter to which you refer? A. Yes, sir.

Q. Any objection to producing it? A. Not the slightest.

Q. Have you it with you? A. No, I haven't.

Mr. Montgomery: Could you send it up this afternoon, Mr. Humphrey?

The Witness: If it is essential that it should be here while we are here I will have a copy made; I can telephone.

9488 Mr. Montgomery: I think that would be better, because we are closing this matter to-day.

Witness excused.

THOMAS A. EDDY, called on behalf of the petitioner, being 9489
first sworn, testified as follows:

Direct Examination by Mr. Montgomery:

Q. Where do you reside, Mr. Eddy? A. 54 South Oxford Street, Brooklyn.

Q. What is your business? A. Vice-President of the American Trading Company.

Q. What is the business of the American Trading Company? A. Well, I don't know what it is——

Q. (Interrupting) I mean broadly? A. Broadly, gen- 9490
eral merchants, and export and import commission merchants as well.

Q. In what area do you operate? A. The whole world.

Q. How long has that corporation been in business? A. You mean the present one?

Q. The American Trading Company? A. I couldn't tell you. It is such a mix up. You see the American Trading Company as it exists to-day is a combination of the old firm of Coombs, Crosby & Eddy, Flint & Company, Flint, Eddy & Company, and American Trading Company; and
the American Trading Company a Connecticut corpora- 9491
tion organized many years ago. The present American Trading Company, and my connection with it begins from July 1st, 1900—with the present American Trading Company.

Q. And you have been Vice-President all of that time? A. Yes, sir.

Q. And familiar with the affairs of the company, of course? A. No; I take care of the Latin-American business. The business is so big that no one man can take care
of all of it. I know nothing about the Japanese business, 9492
nor the Australian business, nor the Mongolian business, nor the business of South Africa.

Q. But you do know the South American business and the business to mid-Brazil and South Brazil particularly? A. Yes, sir.

Q. And is that business of importance? A. Very great importance.

Q. What articles do you ship down there in the export business? A. If you asked me what we didn't ship——

9493 Q. Name a few articles? A. Well, kerosene oil, cotton seed oil, steel ware of every description, material for making concrete structures, lumber, hardware of every description, machinery of all kinds, railway material.

Q. Any furniture? A. No.

Q. Flour? A. Yes, sir.

Q. Wheelbarrows? A. I don't think we shipped any wheelbarrows; I don't remember any.

Q. Agricultural implements? A. Very few indeed. Perhaps not a hundred dollars worth a year; absolutely negli-
9494 gible.

Q. What lines do you use? A. All.

Q. That is to say, you use the Lamport & Holt Line? A. Yes, sir.

Q. The Hamburg-American and Hamburg-South American? A. Yes, sir.

Q. And the Prince Line? A. Yes.

Q. And you also use the Lloyd Brazileiro? A. Yes, sir.

Q. And also the United States & Brazil Steamship Line? A. Yes, sir. We give them the preference when we can because they are American ships.

9495 Q. Do you have a contract, Mr. Eddy, or have you had at any time with the Conference Lines for all of your shipments for a period of time going to Brazil? A. No, sir.

Q. State whether or not it would be to your advantage to enter into a contract? A. It would be to our disadvantage.

Q. And why? A. For the simple reason that we prefer to remain free agents.

Q. Well, do I understand that you want to be in a position to avail yourself of all the opportunities that offer to
9496 ship, as you may—— A. (Interrupting.) Of course, subject to the rates being satisfactory.

Q. But I take it, then, with regard to your own business—the business of the American Trading Company—that so far as being an advantage to have a contract with certain lines for all your shipments over a given period, it would be really a curtailment of your facilities by eliminating such lines as you did not have the contract with? A. We think so, yes.

Q. And as it is now you avail yourselves of the sailings 9497
of all of the lines? A. All of the lines.

Q. And do you ship by substantially all of the steamers of all of the lines? A. Well, that I can't tell; there is an immense number of steamers going to Brazil, you know.

Q. I understand. I am speaking, of course, of the mid and South Brazil portion. A. We have no preference except on a matter of rates. We ship on any steamer, whether it belongs to the so-called Conference Lines or to the United States, or whether it is run by the Hagemeyer Trading Company or whoever it is. We will ship by any- 9498
body who will give us the lowest rate.

Q. And do you find that your business suffers by your not having a contract in advance for your shipments? A. Not the slightest.

Q. Take the United States Brazil Steamship Company, for instance. If you have something that is going to Brazil, do you find that they carry it for you and give you the space all right? A. We get the space, and we would give them the preference because we know the people, and because they carry the American flag—at equal rates, of course. If any other line wanted to take a lower rate we 9499
would ship by the other line.

Q. How about your shipments, for instance, of flour? Do you find that the flour has arrived in good or bad condition by the United States and Brazil Line? A. Never had a claim of any kind, on account of the condition of flour on arrival. The presumption is it arrives all right.

Mr. Kirlin: You mean there has never been any claim on any line?

The Witness: On any line.

9500

Q. You ship considerable flour? A. Well, we are not what you call big flour shippers. We ship perhaps eight or nine hundred thousand bags a year; something like that. There are others who ship a great deal more than that.

Q. But you ship a great deal of that by the United States & Brazil Line? A. I haven't the faintest idea; perhaps he can tell better than I. (Indicating Mr. Arthur R. Lewis,

GE CUT OFF

9501 agent of the United States & Brazil Steamship Line at New York.)

Q. But at any rate you can't recall any claim for any damage to flour on that line? A. None whatever.

Q. Now, the insurance rates that you pay—do you find that they vary on the different lines, or do you pay the same rate on all the lines? A. They don't vary on the lines; the lines are alike, and one reason we prefer the Brazil Line is because of the new and splendidly built American ships, and we feel if we can ship at equal rates on that line the
9502 merchandise will run a better chance of not having any claim for sea damage, and consequent claim for insurance than by other lines. But if we were to ship by—for instance, I think I know the steamer Mr. Humphrey was talking about. It was an outside steamer called the *Canadia*, and we gave her a great deal of cargo—in that case we would have to pay a little higher insurance because it was not a line steamer. The insurance companies discriminate.

Q. Between line steamers? A. Between line steamers and tramps.

9503 Q. Did you ever find they discriminate between steamers of a line not in the Conference and steamers of a line that is in the Conference? A. Not unless it happens to be a very old steamer; it is a question of the condition of the boat, everything being equal, no.

Q. There would be no discrimination based upon the fact that a line was in the Conference? A. No, no; none at all.

Q. That would not make the risk any less, from insurance point of view? A. Not a bit.

Q. And wouldn't cost the shipper any more insurance?

9504 A. No, insurance companies are not interested in that line.

Mr. Kirlin: Well, whether it would cause the shipper more insurance or not would depend upon the quality of the ship and not whether the ship was in the Conference?

The Witness: Yes.

Q. My question was whether the fact that a steamship was not in the Conference but was running in a line would

cause the shipper any more insurance—make him pay any more insurance than he would have to pay if that same steamship was run by a line in the Conference; that is the question. Mr. Eddy says no. Now, was it ever suggested to you by any insurance man or anybody else that you ought not to ship by the United States and Brazil Steamship line—flour, for example? A. If he ever made such a suggestion he would be shown the door very promptly. 9505

Q. No one ever has? A. Why, no; it is absurd on the face of it.

Q. The idea that insurance on that line would be any different than on the Lamport & Holt, or the Prince or the Hamburg-American, or Hamburg South American would be absurd, you say? A. Yes; they would be identical if they were vessels in practically the same condition of seaworthiness. 9506

Q. And you are familiar enough with the ships of the United States Brazil Line to know that they are new and fine—— A. (Interrupting.) We consider them the best line to Brazil.

Q. You never heard any suggestion that it would be better from an insurance point of view, or any suggestion from an insurance man not to ship by that line? A. Never. 9507

Q. Flour or anything else? A. Why, the thing is an absurdity on the face of it, to any man who knows the business.

Q. Now, I suppose a good many of your goods are sold in Brazil on contract for delivery from time to time, are they not? A. At stated times—not stated times, stated periods.

Mr. Kirlin: Covering shipments over six months or something like that? A. Yes, sir. 9508

Q. Yes; that is for delivery on a given date? A. It is for shipment.

Q. Not on a given date? A. No, during a given month, or during a part of a given month.

Q. And where it is for a shipment during the given month for example, say you had a monthly service by the United States & Brazil Line, for instance, they will take

9509 your cargo and get it there to meet that contract all right, won't they? A. Invariably.

Q. And if you had a contract for the shipment the first half or last half of the month—that you sometimes have, I understand. A. Yes, sir.

Q. Would the fact that you ship the first shipment by the United States & Brazil Line interfere in any way with your shipping the second shipment by one of the Conference Lines? A. Certainly not.

Q. And you would be in just as good a position, the
9510 goods would arrive in just as good shape, and everything would be just as well as though you had a contract with the Conference Lines? A. Certainly; the only thing is we would not have any contract with the Conference Lines under any circumstances.

Q. Why? A. Because we are too big a concern to make a contract with anybody. We are able to take care of ourselves, as we have demonstrated to the old Conference, when we did not think they ought to discriminate against us, and we went to work and put on our own ships, and filled them with our own cargo. We could do it now.

9511 Q. How do you find the rate by the Lloyd Brazileiro and United States & Brazil Lines to compare with the other lines?

Mr. Kirlin: I object to that as immaterial and irrelevant.

A. As a rule the Lloyd Brazileiro freight rate is lower than the so called going rate of the other lines, as to which one we never pay any attention. Now, if we get an order—
9512 I will give you an illustration so perhaps you will understand it better—we will get and order for forty thousand cases of kerosene oil in two shipments, and it will end up "Line your option." That is, we can ship by any line— the Lloyd Brazileiro, United States or any line we like, because the Lloyd Brazileiro has established a reputation for carrying goods cheaper than any other line on account of its enjoying a very heavy subsidy from the Government of Brazil. Occasionally, on the other hand, "Any line you like except Lloyd Brazileiro"; then we ship on any steamer not

Lloyd Brazileiro whose sailing happens to suit the dates 9513
for which we make our contract.

Q. And what moves the parties down there to make those restrictions on the shipment you don't know? A. Yes, I do; certainly I do.

Q. What is it? A. What moves them in this—because the Lloyd Brazileiro as a rule goes coasting all the way down and takes much longer to arrive. They will stop, say, at ten ports on the way down to Rio, whereas one of the other lines will perhaps stop at one, or at most, two; rarely more than one, and frequently none at all—go direct. 9514

Q. And that I suppose is one reason why the Lloyd rate would be lower naturally; that would be a slower service? A. Well, now that is not logic. The slower the service, the more calls they have, and the more port charges they have to pay the more expensive it is for the Lloyd Brazileiro.

Q. That is true, but from the point of the shipper it is less attractive an inducement—— A. (Interrupting). On account of the time consumed, yes; that is the main difficulty.

Q. And that would effect the interest, for instance? A. 9515
Interest; also insurance.

Q. Yes; but as the United States & Brazil Line goes, how do they compare in the times of their arrival, in the length of time of their voyages? A. Oh, they are better than the others.

Q. Better than any of the others? A. I think so, except possibly the mail boats of the Lamport & Holt. That is something I can't answer positively, because I haven't figured it out.

Q. But you know in a general way about what length of 9516
time they take? A. I do not; I can only give a guess.

Q. That is all.

Cross-Examination by Mr. Kirlin:

Q. You have said that you knew about the *Hermiston*, Mr. Eddy. A. No; if it was the *Hermiston*, it was not the boat I had in mind. I had in mind the *Canadia;* it was chartered by the Sampaio Correa & Company, Rio de Janeiro.

GE CUT OFF

9517 Q. Who are the firm? A. Do you want a history of them? Dr. Sampaio was formerly an engineer of the Government of Brazil and very close to the large authorities there, and later made up his mind that there was a large opportunity for him provided he could establish a firm, and he established what we would call here a limited liability firm.

Q. That is this firm whose name we have? A. Sampaio Correa & Company, with a capital of about one hundred thousand pounds; and among other things, they took im-
9518 ports outward on contracts with the Brazilian Government in connection with the building of a new city called Bello Horisonte, and in that conection, of course, delivered large quantities of machinery needed for the trolley lines, building of power houses, cement, great quantities. They got the agency for the Atlas Cement Company. They believed that they could save money by chartering one or two steamers to carry out all this material.

Q. Time charters? A. Time charters.

Mr. Montgomery: I suppose you know that Mr.
9519 Hitch testified about the details of those charters?

Mr. Kirlin: I didn't mean to go very far, but since Mr. Eddy seemed to know about them.

Mr. Montgomery: They chartered first one and then another.

The Witness: The largest one was the *Canadia*, and the name of the other slips my mind. Whether they are running now or not I don't know, but they were running for several voyages.

9520 Q. That is, they would take this material—— A. (Interrupting.) The supplies out and then they would take anything they could back.

Q. Back to New York? A. (Interrupting.) And I imagine Arbuckle Brothers took advantage of these low rates of freight to get their coffee.

Q. About how many thousand tons, roughly, do you ship to South America a year? A. Well, I would not want to speak about this year, because it was a very bad year, but last year I would say we shipped between sixty and sev-

enty-five thousand tons—not from New York altogether, you know. We ship from Mobile and other Gulf ports. 9521

Q. You charter steamers from Mobile? A. Yes, forty-two last year.

Q. Forty-two chartered steamers? A. Yes, seven sailing ships.

Q. Did you charter any ships from New York last year? A. No, never; we don't do that; we leave that to the steamship company.

Q. What do your shipments from New York amount to, roughly? A. In value? 9522

Q. No, quantity? A. Why, I would say, at least half.

Q. Half of your total shipments? A. Yes.

Q. Are they seasonal shipments?

Mr. Montgomery: I don't understand that question.

Q. What proportion of your total shipments go from New York? A. Perhaps half; that is a guess, please understand.

Q. Approximation? A. Approximately, yes. 9523

Q. Are they seasonal or do they run in comparatively even quantities throughout the different months of the year? A. Some are seasonal; for instance, kerosene oil; we ship a very much larger quantity here in our summer than we do in our winter, because our summer is their winter, and their days are shorter, and they need more oil.

Q. Is there any other shipper from New York that ships larger aggregate tonnage per annum than your company? A. You mean to Brazil?

Q. Yes. A. I think there are two. 9524

Q. You are one of the three largest? A. We are one of the three largest. I think we stand about third. That is another approximation or guess—the third largest general shippers.

Q. Shippers to South America? A. To Brazil, Central and South Brazil. When it comes to all South America, I dare say we are not. I want to make one statement there, as I am talking about Brazil; I got mixed up with South

GE CUT OFF

America in general. When I said we chartered 42 vessels and seven sailing ships I meant for South America altogether.

Mr. Montgomery: Were some of these for South Brazil?

The Witness: There were five sailing ships for South Brazil—Rio and Santos.

Q. So that the majority of your shipments to Brazil came from New York to Brazil? A. Yes, to Brazil.

Q. Practically all? A. No, not all; we ship a good deal from Southern ports, occasionally when there is a vessel. We will take advantage of any opportunity that arises.

Q. In Southern ports they are altogether by chartered vessels? A. No, not always; sometimes we may make an occasional shipment from a Gulf port; merchandise which it is cheaper to ship, perhaps originating in the Mississippi Valley and cheaper to ship from there than it would be from the Atlantic.

Mr. Montgomery: To Brazil?

The Witness: Yes, sir.

Q. What lines do you ship by? A. Which lines?

Q. From Southern ports? A. Well, there is the Munson Line, which runs an occasional steamer; then there was a line organized—I have forgotten the name of that line—perhaps this gentleman knows (indicating Mr. Lewis), but which went by the boards.

Q. You mean the one which carried the rails on the top? A. That I don't recollect.

Re-Direct Examination by Mr. Montgomery:

Q. These five sailing ships from Mobile, what kind of cargo did you take to Rio and Santos on these? A. All lumber; I don't remember the exact port; it might have been Gulfport, or Mobile or Pensacola, but it was a Gulf port.

Q. Do they carry any other cargo but lumber from Mo-

bile or from any Gulf port? A. Oh, yes; occasionally we 9529
ship Mississippi Valley products, but not for Brazil.

Q. Not for Brazil? A. No.

Q. Meant for Brazil? A. No.

Q. And this line service that you spoke of by which you ship cargo—then you don't ship any cargo on any line running to Brazil? And it was by a chartered ship that you shipped for Brazil? A. No; not a single chartered ship. I said five sailing vessels.

Q. But there was no vessel other than chartered vessel that you ever shipped for Brazil? A. No. 9530

Q. And aside from the so-called Pan-American Mail Service which was continued for a very short time, you know of no opportunity to ship to Brazil by a line of steamers from any port other than New York? A. Well, I think I could arrange it without much trouble if I have the cargo.

Q. You mean if you had a large amount of cargo? A. Make a connection between Brazil and Argentina.

Q. I mean an offer such as you have here to ship such cargo as you may happen to have by a boat on the berth—that opportunity has never happened to you? A. Some- 9531
times.

Q. From what port—— A. (Interrupting.) But you must remember that the service from the Gulf—the original service from the old Pan-American, I think they called it, and the Munson Line, has all been very irregular.

Q. But they have never made Brazil ports anyway, have they? A. I think some of them have.

Q. You would not be sure about that? A. I would not be positive.

Q. You would not be positive of any opportunity that 9532
would be offered to you? A. If I remember the Pan-American stopped at a Brazil port and went on down.

Q. Aside from that you don't know of any regular service that made stops at Brazil? A. Positively, no.

Q. What would you say as to the advantage of having a regular service from, for instance, New Orleans to Brazilian ports, mid and South Brazil? A. Well, I don't think there is enough business to serve one with any frequency.

9533 There might be one, perhaps every two or three months, something like that; nothing to the service from New York.

Q. But if there was an opportunity to ship even once in three months, and that fact were known to shippers, it would be of advantage, would it not, to the people in that territory? A. To a man who is out looking for business he creates his own opportunity. If I find that I can do business in mid-west products to Brazil, it doesn't take long over the telephone to get in touch with the various steamship lines and find whom you can get to go there
9534 and take your cargo, and it may be one of a line, or it may not be; as a rule it is. Now, we had a negotiation not very long ago, the idea being for a vessel that was loading here in New York and on her way to Brazil to stop at Brunswick, Georgia, and take on 3,000 barrels of rosin; instead of her taking rosin at New York, let her stop there and take it on down.

Q. Did that go through? A. No; but it is a possible negotiation.

Q. It would be an advantage? A. That would be an advantage.

9535 Q. Do you know about what the amount—did the rosin actually come to New York by rail or some other way? A. The transaction fell through.

Q. But you couldn't move the rosin? A. We didn't get the rosin. We don't buy things until after we sell them. We get an option on our freight, an option on our cargo and sell it at a profit, and take advantage of our option and carry out the transaction.

Q. Then you missed the sale of that rosin? A. Yes, sir.

Q. Because of your inability to have somebody to take it
9536 from Brunswick? A. Yes.

Q. Direct to Brazil? A. Yes. It didn't pay them, and unless it paid them to do it on our terms, it would not pay us.

Q. That happens occasionally, then, you think? A. Oh, yes.

Q. How many times a year do you suppose? A. That is a very difficult question to answer. It depends upon the activity. For instance, at this time of the year with half

of the staff away on its vacation there might not be quite so much activity in hunting and looking for business. Business never comes to you, you know; you have to go and get it. If you take it in the mid-winter with a staff in full action, every man doing his best and looking for opportunities for making shipments, the advantages are decidedly in favor of the time when you have your full staff at work —the possibilities of making transactions. 9537

Q. You never have chartered steamers for carrying general cargo, have you, Mr. Eddy? A. Oh, I suppose two or three hundred; I don't know. 9538

Q. Brazil and South Brazil? A. Not Brazil.

Q. Have you ever investigated it at all? A. The question of chartering for Brazil?

Q. Yes. A. Specifically no. You see, you are pinning me down to one market, and it is very hard for me to concentrate on that particular market when my attention is directed over so many.

Q. Taking the Brazil trade, and thinking of chartering for that particular trade, for general cargo, is it a practical thing to do? A. Not for us.

Q. Why is that? A. Well, would it be practicable for you to engage in general merchandising business? It suits me to give the steamship man my merchandise, and he looks after the merchandise; and my insurance man looks after the insurance, and my banker looks after the exchange matter, and I look after the buying and shipping; that is, all of us have to be, and every man should be a specialist in these days. And so, for our transportation we go to men who don't do anything else. It would not pay us to start a line unless they sat on us, and we had to protect ourselves. 9539

Q. And in order to make—unless the rates become high, prohibitively high—— A. (Interrupting.) Well, you must remember that the question of rates is a matter of supply and demand. For instance, two years ago we had to pay one hundred and ninety-two shillings and six pence for lumber charters, later we chartered for one hundred and two shillings six pence. 9540

Q. Well, do you find that the Conference Line rates to Brazil have fallen in that same proportion in that same

9541 time? A. Yes; of course, they are governed by the cost of transportation just the same as the cost of flour is governed by supply and demand.

Q. Take the rate on flour, for instance; how much have they lowered their rates on flour in that period? A. I really can't tell you; they have lowered it enough to enable us to make a profit; that is all I am interested in.

Q. You would not say, would you, that you had analyzed the rates and compared them sufficiently so as to be able to state that they had followed the same—about the same
9542 proportion of the rates as the charter rates? A. But they have got to; they can't help themselves.

Mr. Montgomery: I ask to have that stricken out as a conclusion.

Q. Do you know definitely, from your knowledge of the rates themselves, Mr. Eddy? A. I know definitely from my forty years in this business that any man or corporation of men that try to make water run up hill cannot do it, and that is just what that amounts to; they have got
9543 to meet the existing conditions in everything.

Q. You mean to say that it is impossible for a steamship line to make more than a reasonable amount over the cost of carriage? A. No; I don't say that; and I would not want to answer that question anyway, because I don't know what you mean by "reasonable amount." It depends upon the individual steamship line, what the original investment is, what their staff is, what the cost of running is, and those things. I couldn't tell you what a reasonable amount was.

Q. I don't want to get into a general discussion of the
9544 rates. A. But you are asking me a question of which that is the very crux.

Q. I understand. What I wanted to know was whether you knew—kept track of the changes in rates, and knew what the changes in rates were on the different articles so that you could tell how they compared with the charter rates. Now, let me ask you this question, Mr. Eddy: During the time that the charter rates have declined hasn't this been true—that such cargo as sometimes moves by char-

tered steamers, such as steel products, has had a greater decline in the rates quoted by the Conference Lines than certain other cargo that cannot well be moved by chartered steamers? Do you get my question? A. Yes; I follow you, but the situation that you are opening up is a very complex one, and I would rather study up the matter a bit before answering that question, because there is a great deal more to it evidently than you realize. 9545

Q. Now, there are a great many considerations, a great many elements that enter into the making of rates; but what I was getting at was not so much the philosophy of it as the actual fact. Now, isn't it an actual fact that since these charter rates have commenced to decline that the Conference have also lowered their rates more on steel products than they have, for instance, on flour? A. Well, that I can't answer because I don't know. 9546

Re-Cross-Examination by Mr. Kirlin:

Q. Well, Mr. Eddy, from your experience, which it is evident has been long and varied, what would you say as to whether the rates to Brazil during this period of decline, as charged by the lines, had or had not kept a normal relation to the freight rates of the world? 9547

Mr. Montgomery: I object to that as calling for a conclusion.

The Witness: They have; they have got to.

Q. What would happen if they did not?

Mr. Montgomery: I object to that, as calling for a conclusion.

9548

Q. If the rates were not kept down and time charter rates were down, goods would go by time chartered ships, either chartered by single firms or by aggregation of firms through brokers? A. Inevitably; that is inevitable. In conclusion I simply want to say that we have found that the steamship lines as a rule——

Mr. Montgomery: I object to that as being a conclusion, and not responsive to any question asked.

2387

CUT OFF

9549 The Witness: (Continuing)—steamship line has enabled us to compete with the German and the English and the French and the Italian, in the lines of goods that are made in those other countries.

Q. The large business of South America is done on c. i. f. basis, is it not? A. Yes.

Q. So that, when you get inquiries you go to the steamship people, I suppose, to get their rates? A. Yes, sir.

Q. You let him know—whoever you went to—that this was an open bid—Germans had it, and French and English?

9550 A. Yes; I would go to Mr. Lewis and say, "Here, we have inquiry for 30,000 barrels of cement, but we have to have such and such a rate in order to get it."

Q. In order to get the business? A. In order to get the business, and get it for this country and to get it for ourselves—not in any particular, but in all of them.

Q. Your experience has been that they met your necessities with regard to the rates in the past? A. Yes; we have no fault to find with them of any description.

Re-Re-Direct Examination by Mr. Montgomery:

9551 Q. You stated, I think, that in case rates went high, higher than the charter rate justified, that firms would time charter? A. No, only those capable of handling full cargoes.

Q. Well, how many are able to handle them? A. About three of us.

Q. About three firms? Suppose that the rates on certain articles were high; that is, the rates on the kinds of cargo that cannot be moved by chartered vessels to advantage—there are a number of articles which cannot very well go,

9552 are there not? A. Yes.

Q. Flour couldn't very well go, could it? A. Oh, yes, certainly.

Q. Not on account of the nature of the commodity, but on account of the manner in which it is sold? A. Oh, no; there is no reason why we should not ship a cargo at all.

Q. What articles are there which would not be desirable to ship by chartered steamers? A. Well, we will say machinery, for instance, and perhaps dry goods, and per-

haps canned goods, stuff of relatively small bulk and con- 9553
siderable value, where the question of the rate of freight cuts a small figure.

Q. That would be true of automobiles? A. Well, automobiles—I don't know.

Q. Cash registers? A. Cash registers and typewriters and all that sort of thing.

Q. Sewing machines? A. Yes, and steel goods and all that.

Q. Shoes and shoe machinery? A. Yes; you don't care so long as you are not charged any more than anybody 9554
else, what they charge, if it is within any ordinary reason, but they have never been out of ordinary reason.

Q. So the rates might be very high on a number of these articles and yet not warrant yourselves, for instance, in chartering vessels? A. Quite so. It might suit us to charter a steamer and load those same things in it. For instance, you take a vessel, and you have a regular schedule for different goods and all that sort of thing, and you establish a schedule. We will say you charge forty cents a foot for typewriters and sewing ma- 9555
chines, and fifty cents a foot for silks and revolvers and other expensive goods, seven cents a foot for kerosene oil or fourteen cents a case, and twenty cents a foot for cottonseed oil, and so forth. You get your cargo together. Some of it is very low priced in freight; others very high priced, but the total will show you a profit. That is the way all those lines are worked, and therefore if we had in our hands a sufficient quantity of merchandise to ship to Brazil, of various kinds, and we felt that the steamship companies were not treating us right—they wanted to charge us too much and we figured out that we could save a nickel, 9556
we would go and charter her and load her ourselves; but they won't let us do it.

Mr. Kirlin: They give you too good rates?
The Witness: Yes, sir.

Q. But, Mr. Eddy, in making a charter you would have to take into consideration, wouldn't you, the fact that the

9557 coffee is all tied up by the various Conference Lines? A. Oh, dear, I don't know anything about coffee.

Q. You don't know anything about how—whether you are getting a return cargo or not? A. I would not charter for a return cargo.

Q. If you didn't charter for a return cargo your charter rate on the charter one way would be based on the fact that there was no return cargo, wouldn't it? A. That would be modified somewhat by the fact that perhaps somebody in England might have a return cargo for that ves-
9558 sel from Brazil or Argentine, or wherever she were, for some European port; but so far as I am interested, I am only interested in the outward voyage.

Q. But if it is the fact that the coffee—that is substantially the only cargo from mid and South Brazil up here, isn't it? A. Yes.

Q. Now, if the coffee going to the United States and the coffee going to Europe is all tied up by rebate agreement with the Conference Lines to preclude the shipper from shipping any coffee by anybody else, then that would affect the charter rates to Brazil, would it not? A. Well, that
9559 is something I have not come up against.

Q. I am saying, assuming that that is the fact—assuming that that is the fact. You have said, Mr. Eddy, that coffee is substantially the only cargo that moves from mid and south Brazil to New York, and it is likewise about the only thing that moves to Europe in large quantities, is it not? A. Yes.

Q. That being so, if coffee is tied up by rebate arrangement so that the shippers in Brazil are precluded from shipping by anybody except the Conference Lines, either
9560 to Europe or to the United States, that fact would be bound to make the charter rates from here to Brazil higher than would otherwise be the case, wouldn't it? A. Well, you are laying out your own case and you are making your own answer.

Q. Assuming that—I want you to assume everything I have assumed. A. Well, I decline to answer that question, because I don't feel that I am competent to do it. You are bringing up a set of circumstances with which I am entirely unfamiliar.

Q. I am not asking you anything about the facts. A. 9561
You are asking me if they tied up the coffee it is going to affect the outward charter rates.

Q. Yes. A. Well, I don't know, because I haven't tried it.

Q. Well, wouldn't the fact that that is the only cargo there—— A. (Interrupting.) It doesn't seem to affect the outward charter rates in connection with other people, according to the rates we have obtained. Take this Sampaio Correa & Company, we have been able to get beautiful rates from them. We have loaded their ships, and Ar- 9562
buckle loaded them back, and the same thing might happen.

Q. Do you understand, Mr. Eddy, that I am not asking you for your opinion as to whether or not coffee is tied up? A. No, but you are asking me whether it would affect the charter outward. I don't know. You have so many things to take into consideration, Mr. Montgomery—the number of ports that you can possibly go to, the rate you may charge. If I was to make a charter, for instance, outward—we will say, for instance, I make the charter where they will stop at Victoria, and at Bahia, and Rio, and San- 9563
tos and all the way down to Pelotas, out of my combination, I might be able to make enough so that it wouldn't make any difference whether I got a return cargo or not, but as to the effect on outward rates of any assumed combination among the shippers of coffee, that I can't tell you; it is something not within my ken, not within my interest. I look for the first fellow who will carry my goods and the man who will do it the cheapest.

Q. This line that you speak of—that the Hagemeyer Trading Company was interested in and agents for—I believe you said they owned most of the cargo that they 9564
carried down there. A. No; I didn't say that they owned most of the cargo; I said they had large orders in connection with the construction of Bello Horizonte, and they were the agents of the Atlas Cement Company, and in Rio and other parts of Brazil they had large orders for cement and also for the construction of the new city and the construction of the streets and the buildings, for a trolley line and all that sort of thing they were building, which re-

GE CUT OFF

9565 quired, among other things, that they should take a vessel on time charter in order to carry the stuff; but in two cases at least, I think I am within the mark when I say that we ourselves shipped very nearly half the outward cargo.

Mr. Kirlin: On their ships?

The Witness: On their ships, because for some reason they were not able to get their cargo down to fill the ship in time.

Q. The bulk of the cargo, though, of all the sailings they
9566 made was their own, wasn't it? A. Yes, I think so.

Q. And that is the reason they chartered? A. Yes, sir.

Q. And you don't know of any instances in recent years when anybody has chartered a steamer for the purpose of accumulating a cargo, where they didn't have a large nucleus of cargo in their own hands, do you? A. No, I do not; it would be natural if a man were going to make a charter for an outward voyage that he would see where he could obtain the cargo to fill the ship.

Q. In saying that the rate has fairly followed the charter
9567 rates—that is not based upon any computation that you have made, or anything of that kind? A. Why, it is based upon my daily business.

Q. It is based upon your general impression—— A. (Interrupting.) Why, no; we have to follow the rates just as a stockbroker follows the price of stock.

Q. The charter rates? A. Both time charter and the line rate.

Q. But you have never made—you don't from day to day make computations to see how the Conference rate compares with the charter rate, do you? A. Why, we know
9568 within a fraction out of our own experience; we know, for instance, to-day if you want to make a time charter under certain given conditions, you can get it for about three shillings a ton a month. We know a month ago we could have chartered it for two and nine. We believe within another month we will have to pay three and three. Now, it is a good deal like the instinct a business man acquires from long practice. You may not go into the details or explain why you know it, but you do know it, and that is

the way you do your business and the way you make your money. 9569

Q. That same charter can you obtain it now for three shillings? A. Yes, sir.

Q. What would it have been obtained for a year ago? A. A year ago, about five shillings and six pence.

Q. Was that the high point in the charter? A. No, we paid in the Pacific—I think we paid as high as six shillings and three pence.

Q. For the same kind of charter you are speaking of? A. Time charter, yes. 9570

Q. As against three shillings? A. As against three shillings; that was Pacific. Don't confuse the Pacific with the Atlantic. There you come to another hitch; they are not at all alike. One is for Australia, East Indies, Japan and all that sort of thing; the other is for South America and Western Europe.

Q. So that each charter rate would be its own—follows its own trend? A. Stands on its own data.

Q. In each area, I mean. A. In each area, what they call ranges.

Q. So that if we have here the range of charters, for instance, of the years 1910 to 1913, inclusive, of sugar shipped to North of Hatteras, and timber Gulf to South Africa, and lumber to River Plate, and timber from Gulf to U. K. or continent and West Indies, round voyage, and trip across charters, time charters; and oil from the far East to Australia—you would not think that this was very illuminating on what the rate of charters to Brazil would be in the same period, would you? A. Certainly not. 9571

Q. In order to know what the rates to Brazil would be, you would have to have the actual charters for that trade—made in that trade? A. Sure, yes. 9572

Re-Re-Cross-Examination by Mr. Kirlin:

Q. These charters over these wide ranges, to which Mr. Montgomery alludes, would probably show some relation—show the general market of the world, would they not? A. You mean that riot of charters which he read?

Q. Yes. A. Yes; undoubtedly.

AGE CUT OFF

9573 Q. If you analyze them? A. They would form some general idea.

Q. Making allowance for different conditions in the trade they would form the general level? A. Yes.

Q. And to that extent they would form a guide for comparison with Brazil? A. Possibly; yes; I can't answer that absolutely "yes" or "no"; because I am not familiar with it.

Q. This rosin that you referred to—didn't you, in fact, get an offer from the Conference Lines to have a ship
9574 stop and take it up at New York rate or approximately that? A. Never got that far.

Q. What broke down? A. Why, we were trying to figure on shipments from Brunswick, and it didn't make any difference whether we shipped it the last half of July or the first half of August or the last half of August; we were trying to figure out one from among the numerous steamers that would be going at that time; that would be willing to stop at Brunswick and take it on board; we couldn't bring it about; that is, we could bring it about if
9575 we were willing to pay what they wanted; we couldn't bring it about profitably.

Q. Do you remember they offered to put a steamer in there and take it at the New York rate? A. Oh, yes; take it at the New York rate, but we wanted a very much lower rate.

Q. It would not go on that basis? A. It would not go on that rate to make money—no.

Re-Re-Direct Examination by Mr. Montgomery:

9576 Q. You mean to say they did offer to carry it at that rate? A. Yes; I don't remember what steamer it was or what line it was.

Q. And you have testified that what you wanted was simply to save the haul from Brunswick here? A. That is one reason, yes; if they were willing to reduce the New York rate to the equivalent of the haul from Brunswick here we might have done business.

Q. When you say they quoted the New York rate, you

mean the New York rate plus the haul from Brunswick here? A. We would have to bring it up to New York, of course, if they took it from New York, or they would take it from Brunswick at the New York rate. 9577

Q. You mean the New York rate plus the rate from Brunswick here? A. No; they would take it from Brunswick at the New York rate, but we would not be able to pay the 25 cents a barrel which we had to do in order to make a profitable transaction; that is the ordinary rate for freight from Brunswick to New York.

Q. Well, why wouldn't you be able to pay it? A. They would charge the full New York rate which includes the 25 cents a barrel which is paid from Brunswick to New York, and we wanted them to stop there and take it at a rate which was 25 cents less than the New York rate. 9578

Q. Suppose the rate from New York were $2.00—you said that you wanted to save the rate—the cost of bringing the cargo from Brunswick to New York; that is 25 cents what? A. A barrel, 280 pounds.

Q. That, of course, you would have had to pay aside from the rate from New York to Brazil; you would have to pay that in addition to the rate from New York to Brazil? A. No; that was part of the price of the rosin. 9579

Q. That was part of the price of the rosin? A. That we buy here; yes; if we could get the rosin delivered in Brunswick at 25 cents a barrel less than we paid in New York, the steamer going to Brunswick for the sake of getting the cargo, we would make that much money. Well, they would not do it and we didn't make it.

Q. The ones that owned the rosin would have sold it to you f. o. b. Brunswick 25 cents less? A. Yes.

Q. Well, then, it still seems to me if the steamship line would stop at Brunswick and take that to Brazil at the same rate they would take it from New York to Brazil, that you would be bound to save that 25 cents? A. No, on the contrary; the New York rate is 25 cents higher, if we ship it from Brunswick. 9580

Q. But you save that in your purchase price? A. We save it in the purchase price when we buy it there. If we buy it here the 25 cents in cost of transportation from

GE CUT OFF

9581 Brunswick to New York is added in the price. We get the rosin at five-sixty in New York; it would be five-thirty-five in Brunswick. Now, if we are going to ship it at five-sixty in New York, it costs us 25 cents more than if we can induce some steamship line to go to Brunswick and take it at the Brunswick rate. That is what we were trying to get them to do—the 25 cents less. I mean to say there is a difference of 25 cents in the price in Brunswick and the price here, and if the steamship will go and pick up that rosin in Brunswick instead of our having to bring it
9582 to New York, we save that 25 cents.

Q. That is what you asked them to do? A. That is what we asked them to do.

Q. And they wouldn't do it? A. And they wouldn't do it.

Q. What would they do? A. Well, I suppose they had more profitable cargo here.

Q. What did they agree to do? What did they offer to do? A. They offered to go down to Brunswick and take it at the New York rate.

Q. That is to say, adding 25 cents? A. In other words,
9583 it costs us 25 just the same as if they brought it from New York.

Q. In other words, the 25 cents it would cost to bring the rosin from Brunswick to New York was added in the price the Conference quoted you? A. Certainly.

Q. And it would not have enabled you to make that saving? A. It would if they had taken it and gone at their own expense to Brunswick, and carried it to Rio.

Q. That they would not do? A. That they would not do, assuming that they had more profitable cargo here in
9584 New York.

Re-Re-Cross Examination by Mr. Kirlin:

Q. What was the rate to New York? A. I don't remember.

Q. Roughly, how much would it probably be?

Mr. Montgomery: I object to the term "roughly."

Q. Suppose it was $5.00 to New York? 9585

Mr. Montgomery: I object to the supposition.

Q. Suppose the rate from New York was 90 cents? A. Well, $1.25.

Q. Is that what the rate was? A. That is what he says it is. (Indicating Mr. Lewis.)

Q. $1.25. Well, assume that—you mean Mr. Lewis says $1.25? A. Yes.

Q. Now, if the New York rate was $1.25 on the rosin, how much did the steamship line want to charge you for 9586
picking it up at Brunswick? A. They simply wouldn't go there at all unless we paid them the full dollar and a quarter.

Q. In other words, if the New York price was $1.25 they were willing to send a ship to Brunswick and pick it up there if you gave them $1.25? A. Yes.

Re-Re-Direct Examination by Mr. Montgomery:

Q. Now, you mean the New York price? You don't 9587
mean by the New York price what Mr. Kirlin means? A. I guess——

Mr. Kirlin: (Interrupting.) I mean the freight rate on a barrel from New York to Brazil—$1.25.

The Witness: Well, without confining myself to figures, what we wanted them to do was to pick it up in Brunswick.

Q. To pick it up in Brunswick at what? A. At a reduction in the rate, because we knew that all the steamers 9588
needed freight.

Q. Then you wanted to save in addition to the 25 cents it would cost to bring it up here, 25 more a barrel? A. No; I wanted to save twenty-five a barrel.

Q. You asked them to lower the rate a quarter? A. We asked them to take it at Brunswick for a dollar. They said, "No, we will take it from there at the New York rate."

9589 Q. Now, had they taken it at the dollar you would have saved not only the railway rate—I don't mean the railway rate, but the cost of 25 cents a barrel to bring it from Brunswick here, but an additional 25 on the rate you paid the steamship line? A. All we were figuring on was saving 25 cents a barrel.

Q. That you expected to get where? A. We expected to get that out of the steamship company by their reduced rate and eventually out of our customer to whom we sold it in Brazil.

9590 Q. But you told me you could buy it 25 cents cheaper in Brunswick than you could buy here. A. That is the thing, 25 cents.

Q. You said you could buy it cheaper. A. I buy from the broker here in New York. He will sell it to me at Brunswick at a cheaper price, 25 cents cheaper than in New York, as the case may be. If we can get the steamship to go down and take it for 25 cents less——

Q. (Interrupting.) You make 50 cents? A. No, we don't.

Q. If you buy it a quarter cheaper in Brunswick than you do here, that is a quarter? A. Yes.

9591 Q. Then if the steamship line quotes you 25 cents less rate from Brunswick to Brazil than they do from New York to Brazil, that is another 25 cents; is that right? A. That is right.

Q. Is that what you are trying to figure? A. I was trying to get one twenty-five.

Q. And you couldn't get either one? A. We couldn't get either one.

Q. They quoted you the New York rate? A. They would quote the New York rate and go down to Brunswick at

9592 their option.

Q. What do you mean, "at their option?" A. That is the time when they thought they could do it.

(The Witness Excused.)

MR. HUMPHREY (resumes the stand.) 9593

Cross Examination Continued by Mr. Kirlin:

Q. Mr. Humphrey, you now produce the writings in connection with that fixture of the—— A. (Interrupting.) I produce here duplicate carbon copy of a letter signed Sampaio Correa & Company, Hagemeyer Trading Company, Agent, by A. D. Hitch, Secretary, dated May 29th, 1914, stating the terms of an agreement which had been verbally agreed on in my presence; and I also produce the reply of Arbuckle Brothers, authorized by me to the Hagemeyer Trading Company, confirming their arrangement as 9594
to making one additional stipulation. These two letters form the contract on which the steamer was loaded.

"New York, May 29th, 1914.

Messrs. Arbuckle & Co.,
Old Slip & Water St.,
New York City.

9595

DUPLICATE

Dear Sirs:—

Acting on cable authority from Sampaio Correa & Co., Rio de Janeiro, we have closed with you today freight room for a minimum quantity of 60,000 bags (60 kilos net weight each) Coffee, Brazil to New York per S/S *Hermiston* at 18c. net per bag for each and every bag delivered. Freight payable in cash free of discount or interest on right delivery of cargo at New York. You 9596
to have the privilege of loading said Coffee at two Ports, Santos and Victoria in the order named, but not less than 5,000 bags at Victoria. Captain to sign Bill of Lading at any rate requested by shippers without regard to contract rate. Vessel to discharge at Arbuckle Wharf, Brooklyn (always afloat). Your Stevedore to be employed but to be paid for by us at the rate of 3½c. per bag; loading and discharge and

UT OFF

9597 all other conditions according to the custom of the Port with the exception that you guarantee to discharge at least 10,000 bags per day. You to have the privilege of increasing the quantity of Coffee to be shipped at same rate, if the Steamer has room for same.

Yours very truly,
SAMPAIO CORREA & Co.
Hagemeyer Trading Co. Agents,
by
9598 (Signed) A. D. Hitch,
Secretary."

"June 1st, 1914.

The Hagemeyer Trading Co., Agents,

Messrs. Sampaio Correa & Co.,

17 Battery Pl., City.

9599 *Attention of Mr. A. D. Hitch.*

Gentlemen:

We confirm arrangement, re-shipment from Brazil, of say 60,000 bags coffee per SS *Hermiston*, as per your favor of the 29th ultimo; it being part of the agreement, however, that if the said steamer brings other than our coffee cargo, same shall not be of a contaminating character or impede in any way the loading or discharging of the steamer.

9600 Yours very truly,
ARBUCKLE BROTHERS,
FRU.M By F. R. Urion."

Q. It is for sixty-thousand? A. The minimum sixty-thousand. We loaded it at eighty-thousand. Eighty-six was her full capacity chartered.

Q. I notice a statement in the letter of May 29th, stating that the Captain was to sign bill of lading at any rate

requested by shippers without regard to contract rate. 9601
What is the purpose of that? A. That is usual. Do you want me to explain in detail what that means?

Q. Yes. A. Why, the form of contract—cost and freight contract means that the coffee is sold at a price covering the cost and freight. Various things are stated as being computed. The weight of the coffee is to be estimated at a fixed weight—132 pounds is the general figure, while the requirements of the port are that 60 kilograms, which is a fraction more than 132 pounds, are actually put into the bag, not counting the weight of the bag. Some firms esti- 9602
mate at one-thirty-one, some at one-thirty. The contract states our basis—132. It also states that rate of sterling exchange shall be computed at a certain figure, generally 486. Some firms make it 487. It also states the rate at which the freight shall be computed. In our case 25 cents a bag for the purpose of making it uniform, the price being cost and freight makes no difference to the shipper or to us at what rate the freight is computed.

Q. Why doesn't it make any difference? A. It being cost and freight sale they must provide a credit to pay every- 9603
thing but the freight. The freight is deducted in order to enable them to arrive at the amount of the pounds sterling which they must furnish. They deduct the freight which is paid on arrival here. It has happened that we have paid 30 cents and computed it 25 cents.

Q. Freight, do you mean? A. Yes, computed at 25. If in several cases the Lamport & Holt had taken our coffee, we would have paid them 50 cents without any possibility of rebate, and would still have computed at 25; that being simply a matter of adjustment—if they take more freight they furnish less pounds sterling, or if they take less 9604
freight they furnish more pounds sterling.

Q. But your bills of lading carry a uniform rate of 25 cents? A. The bills of lading carry a uniform rate of 25 cents. We would pay more or less. It is purely a matter of computation.

Q. It differs in this case? A. I presume so, yes; naturally would be so.

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9605 Re-Direct Examination by Mr. Montgomery:

Q. I see this provides for employing your stevedore at three and a half a bag? A. That is something to be agreed on, as to what the rate should be.

Q. What would be the equivalent of that, if they didn't employ your stevedore? A. I don't know.

By Mr. Kirlin:

Q. You always employ your stevedore? A. Always; they always furnish the stevedore.

9606 Q. On your own charters? A. Oh, no, on our own charters, we state as to what the stevedore—as to the rate is to be.

Q. Suppose they don't employ the stevedore? A. We would not charter a vessel. We do the same thing in loading at the other end; that is, where there is a full vessel; not necessarily a charter, but a quantity at a price either for the entire cargo, or per bag— either one.

9607 Q. So that three and a half cents it costs them for the stevedore is deducted from the 18 cents they got a bag on the coffee? A. Yes, to pay for the stevedore.

Q. So that would be 14½ cents?

Mr. Kirlin: Wait a minute; you don't want to get misled. They have to pay the stevedore, whether they pay it to Arbuckle or anybody else.

9608 Q. Do you know what the going rate per bag for stevedores is? A. I do not; I know the different rates in connection with the different charters, and so forth, that we pay.

Q. For your own stevedore? A. Yes.

Q. But you always name that, don't you, Mr. Humphrey? A. We always name that.

Q. What else comes out of this 18 cents? A. I don't know.

Q. Isn't there an address commission out of this 18 cents? A. No.

Q. The stevedore was the only deduction? A. That is not paid by us. Oh, I dont remember; there may have

been some little employing of labor; I don't remember now. We have a regular form of charter that we use whenever we can. It is known pretty well around the world, and that calls for full charters, and so forth, as to whether the ships will pay them or whether we shall pay them. Of course, naturally, it is drawn in our favor—that is, the amount that is paid. 9609

Q. They don't get an address commission on it then? A. Oh, no; she does not come to us. In this case she goes to the Hagemeyer Trading Company as agent for the parties named in Rio.

Q. Well, they get commissions, don't they? A. I don't know as to that; I don't know what the arrangement may be; we have nothing to do with it. Sometimes it doesn't come consigned to anybody. 9610

Re-Cross-Examination by Mr. Kirlin:

Q. If the ship didn't employ your stevedores and pay you three and a half, they would have to employ somebody else? A. Certainly; it is part of the expense of the ship.

Q. But it is not a deduction from the freight? A. No; it is part of that expense which they pay to us; they employ our stevedores to do it. 9611

Q. In other words, you like to have it handled by your own stevedores, because they are accustomed to it? A. Accustomed to it.

Re-Re-Direct Examination by Mr. Montgomery:

Q. Suppose it goes up by the Conference Lines? A. They have nothing to do with the stevedores.

(Witness Excused.) 9612

OFF

9613 ARTHUR R. LEWIS (agent, United States & Brazil Steamship Line at New York.)

Direct Examination by Mr. Montgomery:

Q. Do you live in New York? A. Yes, sir.

Q. How long have you been agent of this company? A. Since September, 1913.

Q. Have you a list of the sailings of your Line from Brazilian ports? A. No, not with me; I know the sailings pretty well.

9614 Q. Can you tell me what length of time your ships generally take in going to Brazil? A. From New York to Pernambuco, 16 or 17 days; New York to Bahia, 17 to 18 days; New York to Rio, 20 days. New York to Santos, 22 to 23 days—that is, on direct steamers.

Q. The direct steamers? A. Yes.

Q. And how long when they make more than one stop; when they make stops? A. It all depends upon the amount of cargo for the first and second port when we reach the third port; we never touch more than three ports, generally two.

9615 Q. The average length of time would be about how long to go to the second port? A. It all depends upon the cargo for the first port. We discharge cargo about 400 tons a day at each port.

Q. Now, there has been some testimony here to the effect that it was unsafe to ship flour by your Lines; have you carried any flour? A. Yes, considerable flour.

Q. For what shippers? A. We carried it for Holt, American Trading Company, and various forwarding companies, and various brokers.

9616 Q. How have your losses run on that? A. I have never heard of any losses on flour at all.

Q. You carry a general line of cargo down there, do you? A. General cargo.

Q. Do you find that you carry cargo for shippers who also ship by other lines? A. Yes.

Q. Did you ever carry cargo for shippers who have been under contract with other lines? A. Yes.

Q. Did you ever fail to get cargo because you found the shippers tied up by contracts with the other lines? A. Yes; if he has a contract, we can't get his trade.

Q. And you find sometimes that when those contracts 9617
expire, and the shipper is released, that you get his shipments? A. Yes, or a share of them.

Q. You said that you knew of no losses on flour. If there had been damages—had there been damages on any cargo? A. Not beyond the average run.

Q. Well, was it a little above or a little below the average run? A. I think a little below the average run.

Q. On your shipments, generally? A. Yes.

Q. How about the complaints of shippers? A. We have had no complaints. 9618

Q. What kind of cargo do you ship—do you carry? A. All kinds of general merchandise.

Q. That includes, for instance, flour? A. Flour, rosin, lumber, typewriters, sewing machines, automobiles, steel products, cottonseed oil—nearly everything that moves down there.

Q. You have carried, generally speaking, a general line of cargo on each ship? A. Yes.

(Witness excused.)

HEARING ADJOURNED. 9619

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9621 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, AGAINST 9622 PRINCE LINE, LIMITED, *et al*, Defendants.	In Equity No. 9201.

I, SAMUEL M. HITCHCOCK, the Special Examiner appointed by the order of this court to take proofs of final hearing in the above entitled cause, respectfully report that I have been attended by counsel for both parties and by the witnesses produced in behalf of the Petitioner and the defendants, and said witnesses having been duly cautioned and sworn to testify the truth, the whole truth and 9623 nothing but the truth, were examined and their testimony reduced to typewriting by Charles P. Hanson, the stenographer appointed by the court herein. That the foregoing is said testimony and all of the same.

I FURTHER CERTIFY that I am not of counsel for either of the parties to this cause nor in any way interested in the event.

Dated, New York, August 20th, 1914.

SAMUEL M. HITCHCOCK.

9624

DEFENDANT'S EXHIBIT NO. 1. ID. 9625

Johnson—Direct 2100.

O SR. PRESIDENTE—Por equivoco, foram hontem incluidas entre as emendas acceitas ao orcamento da receita tres dos Srs. Porto Sobrinho, João Lopes e Costa Ribeiro, que a Mesa não podia receber por serem contrarias ao Regimento. Essas emendas são as seguintes:

Ao art. 33—substitua-se pelo seguinte:

Os armadores estrangeiros que navegarem entre os portos do Brazil e os do exterior, tambem servidos por linhas nacionaes, que adoptarem ragimens, combinações de rebates de fretes com condição exclusiva do embarque em seus vapores e que não exceptuarem os vapores de propriedade de empresas nacionaes ou que fizerem abatimento superior a 20% do preço das passagens de vinda dos portos estrangeiros, para sahida de portos brazileiros, ficam sujeitos a pagamento em dobro nos portos da Republica de todos os impostos e taxas a que forem obrigados è cassadas as regalias de paquete ou quaesquer outros favores concedidos pelo Governo Federal.

Sala das sessões, 9 de novembro de 1912.—Porto Sobrinho.—Elysio de Araujo.

Art. 2, n. 3, redija-se assim:

III. A's empresas que gosarem da clausula de isenção em virtude

THE PRESIDENT. There were introduced yesterday, among the amendments accepted in the Estimate for the Budget, three from Messrs. Porto Sobrinho, Joao Lopez and Costa Ribeiro, which the Chair could not receive because of their being contrary to the Regulations. These amendments 9626 are as follows:

For Article 33 substitute the following:

Foreign shipowners whose ships navigate between Brazilian and foreign ports, also served by National lines, who adopt rules or combinations of freight rebates on the exclusive condition of shipment in their 9627 steamers and who do not except steamers owned by National companies or who make a reduction of more than 20% on the price of inward passages from foreign ports for sailing from Brazilian ports, are subject to the payment of double charges and taxes in the ports of the Republic and to the for- 9628 feiture of mail subsidies and of all other privileges granted by the Federal Government.

Hall of Sessions, November 9, 1912.

Porto Sobrinho.
Elysio de Araujo.

Art. 2. No. 3. Let it be amended thus:

9629 de contracto anterior, sendo, porém, vedado incluil-a em novos, sob pena de ser esta considerada nulla.

Sala das sessões, 9 de novembro de 1912.—João Lopes.—Torquato Moreira.

A' alinea 2ª do § 5º, art. 1º, accrescente-se, no final:

" * * * exceptuados os artigos 9630 comprehendidos entre os materiaes de custeio e sobresalentes de que trata o § 36, art. 2º, das disposições preliminares das Tarifas das Alfandegas por estarem isentos de direitos aduaneiros.

Sala das sessões, 9 de novembro de 1912.—Costa Ribeiro.—Balthazar Pereira.—Simões Barbosa.

9631 rrada a 3ª discussão do projecto n. 174 B, de 1912, e adiada a vo até que a respectiva Commissão dê parecer sobre as emendas offerecidas.

III. It being forbidden to companies enjoying the clause of exemption by virtue of a previous contract, to include such clause in new contracts under penalty of its being considered null and void.

Hall of Sessions, Nov. 9, 1912.

Joao Lopez.

Torquato Moreira.

To the second line of par. 5, Art. 1, to be added at the end:

" * * * excepting articles comprised among the materials for use and repairs referred to in par. 36, Art. 2 of the preliminary provisions of the Customs Tariff, inasmuch as they are free from duties.

Hall of Sessions, Nov. 9, 1912.

Balthasar Pereira.

Simoes Barbosa.

The third discussion of Bill No. 174 B, 1912, was closed and no vote will be taken until the respective Committees report on the proposed amendments. * * *

"Os abaixo assignados, representando o commercio de exportação, declaram que o actual regimen de rebates de fretes para a 9632 exportação de café é mais conveniente aos seus interesses do que a emenda n. 97 apresentada ao orçamento da Receita (*Diario Official* de 30 de outubro de 1912) e que prohibe aquelle regimen a todas as companhias de navegação.

O systema de rebates offerece, entre outras, as seguintes van-

The undersigned, representing the export trade, declare that the present system of freight rebates for the export of coffee is more convenient to their interests than Amendment No. 97, submitted in the Estimate of the Budget (Diario Official of Oct. 30, 1912) and which prohibits that system to all navigation companies.

The system of rebates offers among other advantages the following:

1st. Stability and equality of

tagens:

1ª, fixidez e igualdade de fretes, qualquer que seja a quantidade de carga;

2ª, instituição e manutenção de sahidas regulares,

3ª, emprego de vapores de 1ª classe e de grande velocidade, offerecendo sempre tonelagem á disposição dos exportadores, independentemente do movimento do mercado.

Rio de Janeiro, 6 de novembro de 1912.—*Oscar Marques & Comp.—Pinheiro & Ladeira.—Pinto & Comp.—Adolph Schmidt & Comp.—Louis Boher & Comp.—F. Gaffrée.—Ornstein & Comp.—Robert Schoen & Comp.*—Por procuração de Fabricio Gomes Pedroza, *Gustavo Joppert.—Hermann Basch.*—Por procuração de Norton Megaw & Comp., Limited, *W. T. Ginns.*—Por procuração de Theodor Wille & Comp.— *R. Marklin.*—Por procuração de Mackinlay Schmidt & Comp.—*C. Henderson.—Zenha Ramos.—Dias Garcia & Comp.—John Moore & Comp.—Castro Silva & Comp.—P. S. Nicolson & Comp.—Sequeira & Comp.—Hard, Rand & Comp.*"

freight rates without regard to quantity of cargo. 9633

2nd. Institution and maintenance of regular sailings.

3rd. Employment of steamers of the first class and of great speed offering always tonnage for the disposition of exporters, independently of the movement of the market.

Rio de Janeiro, Nov. 6, 1912. 9634
(Signatures)

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DEFENDANT'S EXHIBIT #2.

See folio 2177.

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9637 Record No

DEFENDANT'S EXHIBIT #3.—*Daniels, cross 2258.*

Lloyd Brazileiro.

S. S. River Clyde sailed 6th January	Pernambuco, Rio de Jan. and Santos
S. S. Tweedale sailed 19th January	ditto
S. S. Purus sailed 28th January	Pernambuco, Maceio, Rio de Jan. and Santos.
9638 S. S. Tapajoz sailed 8th February	Cabedello, Pernambuco, Rio de Janeiro and Santos
S. S. Bellorado sailed 19th February	Bahia, Rio de Janeiro and Santos
S. S. Pontiac sailed 2nd March	Para, Ceara, Natal, Pernambuco and Maceio
S. S. Volnay sailed 18th March	Perno, Rio de Janeiro and Santos
S. S. Germanicus sailed 26th March	Para, Ceara, Cabedello, Pernambuco, and Maceio
S. S. Tocantins sailed 10th April	Pernambuco, Bahia, Rio de Jan. and Santos

9639

Lloyd Brazileiro advertise the following steamers.

For Ceara, Cabedello, Pernambuco and Maceio.

S. S. River Clyde, 26th April
S. S. Tapajoz 20th May

For Pernambuco, Rio de Janeiro and Santos

S. S. Irish Monarch, 8th May
S. S. Purus (also Bahia) 13th June

For Rio de Janeiro and Santos direct.

9640

S. S. Allanton 26th April
S. S. Strathclyde 27th May
A steamer 26th June

— — — — — — — — — — — — — — —

S. S. Earl of Forfar sailed 30th January for Rio de Janeiro for account of Sampeiro, Correo Co.

S. S. Canadia sailed 10th February for Rio de Janeiro and Santos for account of Sampeiro Correo Co.

S. S. Wein sailed 31st January for Bahia, Rio de Janeiro and Santos for account of Standard Oil Co. of Brazil.

S. S. Dunkeld sailed 11th March for Parangua, Rio de Janeiro and Santos for account of Hagar & Co. of Philadelphia.

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DEFENDANT'S EXHIBIT #4 ID.—*Gerhard, re-cross 3218.* 9641

COPY.

New York 4th March, 1913.

Hon. Joshua W. Alexander, Chairman,
Washington, D. C.

Dear Sir:—

In response to your letter of the 21st February, we beg to state that as patrons of the Conference Lines, the contentions of their representatives on the four points mentioned have our full indorsement. We have no suggestions to make to your Committee as to any proposed legislation by Congress and in fact, we do not consider that any legislation is necessary in the matter. 9642

We are, dear Sir,
Yours very truly,
(signed) H. S. HENRY & SON.

9643

DEFENDANT'S EXHIBIT #5 ID.—*Gerhard, re-cross 3218.*

COPY M de M

February 27, 1913.

Hon. J. W. Alexander, Chairman,
Committee on Merchant Marine & Fisheries,
Washington, D. C.

Dear Sir:

We reply here to your letter of the 18th, addressed to our Branch in New Orleans and to the same circular undated, received by us. 9644

After due consideration, we can safely state that we consider the present system, which has been generally established, of uniform rates to all shippers, a decided advantage, as in quoting prices on a cost and freight basis, on which terms the principal export business is done, exporters have the confidence to quote without fearing that some competitor may have preferential treatment as regards the rate of freight.

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9645 Our own experience is that our business has increased greatly in certain markets since one rate to all has been established.

With reference to the practices of the Steamship Lines, judged from our standpoint, we consider:

1. Tonnage and facilities are ample.
2. We are unable to state whether the rates are reasonable, since we are unacquainted with the cost of running the steamers, but we believe that since unreasonable rates would curtail business,
9646 the steamship companies take good care not to make their charges higher than would constitute a legitimate profit.
3. We do not consider the present rates and service prejudicial to the commerce of the United States as compared with foreign competitive markets, for we have always found the steamship companies willing to change in accordance with conditions and they are not likely to quote rates which would force the business to be done outside of the U. S.
9647
4. We have no reason to believe otherwise than that shippers are treated alike, for of recent years we have had no complaints from clients of inducements offered them in regard to freight by competitive houses, which a few years ago was a source of constant annoyance and bickering.

We remain, dear sir,

Yours faithfully,

(S) A. S. Lascelles & Co.

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DEFENDANT'S EXHIBIT #6 ID.—*Gerhard, re-cross 3218.* 9649

COPY-S Feb. 19, 1913. S.

Hon. J. W. Alexander,

The Chairman of Congressional Committee on Merchant Marine & Fisheries,
Washington, D. C.

Sir:

Your circular letter of the 18th inst. received. We are 9650
an exporting house and the great bulk of our business is almost exclusively with Argentina and Uruguay. We beg to reply as follows to your inquiries:

1. The tonnage and facilities supplied by the New York-River Plate Conference are satisfactory.
2. The rates, taking them as a whole, we consider are reasonable.
3. We have never discovered any effort to discriminate in rates to the prejudice of shippers from 9651
New York; in fact, we might say that in every instance where we, perchance, have learned of certain goods having a lower rate on the other side—such rate has been correspondingly revised upon our calling attention to it.
4. So far as we know, and we fully believe all shippers are treated alike, small as well as large, although we as one of the large shippers have always felt that we ought to have some benefit over small shippers, just the same as in this country 9652
shippers of full carloads have an advantage over shippers of less than carload lots.

We have no suggestions to make for proposed federal legislation, as we are satisfied now and goodness only known what might be served up to us if Congress intervened.

Yours truly,
JOHN DUNN, SON & Co.

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DEFENDANT'S EXHIBIT #7.—*Sparks, cross 3994.*

STATISTICS OF COFFEE TAKEN AT BRAZIL PORTS AND DAYS OF LOADING.

1911

Steamer	Voy.	in port from	to	Total days	Port	bags Coffee	Average per day
Woglinde	3	May 2	May 11	9	Santos	20250	2250
Oppurg	3	May 23	" 27	4	"	17000	4250
Nassovia	30	June 24	July 7	13	"	13250	1020
		July 8	" 9	½	Rio	1000	2000
Ince Bank	2	Aug. 9	Aug. 19	10½	Santos	28250	2690
Woglinde	4	" 31	Sept. 9	9	"	27500	3056
Overdale	1	Sept. 28	Oct. 12	13½	"	16000	1186
		Oct. 13	" 15	2	Rio	4000	2000
		" 24	Nov. 4	10	Santos	17500	1750
Nassovia	31	Nov. 26	Dec. 3	6½	"	20500	3154
Wellgunde	1	Dec. 4	" 5	2	Rio	1000	500
							Daily Average
Woglinde	5	Dec. 18	Jan. 3	16	Santos	54060	3375
				96		220250	2294

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Overdale	2	Febr. 12	Febr. 15	3¼	Santos	2250	692		
		" 16	" 18	1½	Rio	500	334		
Wellgunde	2	Apr. 2	Apr. 11	9	Santos	7523	836		
		" 12	" 14	1½	Rio	2250	1500		
Numantia	17	Aug. 16	Sept. 26	41	Santos	95250	2323		X
		Sept. 28	" 30	2¼	Rio	3500	1556		
Sta. Rosa	3	Nov. 1	Nov. 14	13½	Santos	27250	2018		
		Nov. 15	Nov. 19	4	Rio	4000	1000		
Sta. Theresa	5	July 31	Aug. 12	12	Santos	20250	1688		
Sta. Theresa	6	Dec. 15	Jan. 4	20	"	81699	4085		X
Sta. Ursula	14	Oct. 4	Oct. 25	23	"	59500	2587		
Sta.		" 26	Nov. 2	6½	Rio	22964	3533		2378
				137½		326963			

1913.

Steamer	Voy.	in port from	to	Total days	Port	bags Coffee	Average per day		
Sta. Rosa	4	Mar. 20	Mar. 27	7	Santos	2250	321		
Sta. Theresa	7	Apr. 24	May 6	12	"	500	42		145
				252½		549936	2178		

9660 9659 9658 9657

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					1910.		
Corrientes	9	Mar. 16	May 16	4	Rio	22326	5581
Galicia	75	Apr. 20	Apr. 21	2	"	1000	500
Corrientes	10	July 5	July 18	14	Santos	38444	2746
Desterro	5	June 27	July 7	11	Rio	1000	500
		July 8	" 9	2	"	41121	3738
Galicia	76	" 27	Aug. 7	12	Santos	19243	1604
Woglinde	1	Sept. 4	Sept. 13	10	"	24853	2485
		" 14	" 15	2	Rio	4486	2243
Oppurg	1	" 10	" 21	12	Santos	34008	2834
		" 22	" 23	2	Rio	750	375
Desterro	6	Oct. 1	Oct. 11	12	Santos	8633	720
		" 12	" 14	3	Rio	500	167
Westlands	1	" 31	Nov. 31	12	Santos	57436	4787⅚
Galicia	77	Nov. 14	" 21	8	"	46750	5844
I		" 22	" 27	6	Rio	7428	1238
Incebank	1	Dec. 6	Dec. 15	10	Santos	26150	2615
		Dec. 16	Dec. 20	5	Rio	500	1000
Woglinde	2	" 24	Jan. 7	15	Santos	12108	807
Oppurg	2	Jan. 17	Jan. 28	12	"	3291	274
		" 29	" 30	2	Rio	1000	500
Chatham	1	Febr. 15	Febr. 21	7	Santos	5500	800
				163		361027	2214

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1909

Steamer	Voy.	In port from	to	Total days.	Port	Bags Coffee	Average per day.
Galicia	73	Aug. 31	Sept. 17	18	Santos	44 750	2 486
		Sept. 18	" 20	3	Rio	6 087	2 029
Ripley	1	Oct. 13	Oct. 22	10	Santos	59 169	5 917
		" 23	" 26	4	Rio	16 250	4 062
Desterro	2	" 24	" 30	7	Santos	41 250	5 900
		" 31	Nov. 2	3	Rio	505	168
Corrientes	8	Nov. 27	Dec. 3	7	Santos	58 619	8 374
		Dec. 4	" 5	2	Rio	6 250	3 125
Galicia	74	Jan. 5	Jan. 10	6	"	5 000	833
Desterro	3	Feb. 3	Feb. 4	2	Victoria	4 000	2 000
		Jan. 25	Feb. 2	9	Rio	10 583	1 176
				71		252 463	3 556

9668 9667 9666 9665

9672 9671 9670 9669

1908.

Steamer	Voy.	In port from	to	Total days.	Port	Bags Coffee	Average per day.
Gunther	4	Mar. 1	Mar. 16	16	Santos	43 472	2 717
		" 17	" 20	4	Rio	10 000	2 500
Sieglinde	4	" 28	April 6	10	Santos	29 174	2 917
		April 7	" 8	2	Rio	1 500	750
Christiania	81	" 2	" 15	14	Santos	14 606	1 043
		" 16	" 17	2	Rio	2 750	1 375
Gutrune	5	" 26	May 4	9	Santos	34 000	3 778
		May 5	" 6	2	Rio	250	125
		" 9	" 11	3	Bahia	1 085	362
Corrientes	3	" 16	" 19	4	Rio	8 753	2 190
Sigmund	6	" 28	June 4	(8)	Santos	5 077	635
		June 5	" 7	3	Rio	3 219	1 073
Gunther	5	" 2	" 16	15	Santos	22 662	1 511
		" 17	" 18	2	Rio	3 888	1944
Sieglinde	5	July 7	July 8	2	"	5 176	2 588
Christiania	82	" 7	" 17	11	Santos	6 754	614
		" 18	" 19	2	Rio	3 410	1 705
Corrientes	4	" 31	Aug. 20	(21)	Santos	55 133	2 625
		Aug. 21	" 22	2	Rio	4 189	2 095
Siegmund	7	" 25	Sept. 5	12	Santos	39 250	3 271
		Sept. 6	" 9	4	Rio	12 217	3 054
Gunther	6	Oct. 17	Oct. 22	6	"	22 691	3 782
Sieglinde	6	Oct. 17	Oct. 24	(8)	Santos	8 550	1 070
Corrientes	5	" 23	Nov. 5	14	"	53 900	3 850
		Nov. 6	" 10	5	Rio	8 250	1 650
Siegmund	8	" 29	Dec. 12	14	Santos	52 527	3 700
		Dec. 13	" 21	9	Rio	7 452	828
				204		452 235	2 255

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DEFENDANTS' EXHIBITS.

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1907.

Steamer	Voy.	In port from	to	Total days.	Port	Bags Coffee	Average per day.
Siegmund	2	May 10	May 31	(21)	Santos	55 994	2 666
Gutrune	2	Aug. 15	Aug. 18	4	Rio	14 500	3 625
Gunther	2	Aug. 22	Sept. 15	(25)	Santos	17 750	710
		Sept. 16	" 20	5	Rio	9 000	1 800
Sieglinde	2	" 12	" 28	17	Santos	31 100	1 830
		" 29	Oct. 3	5	Rio	8 000	1 600
Siegmund	3	Aug. 23	Aug. 31	9	Santos	17 000	1 889
		Sept. 1	Sept. 3	3	Rio	3 500	1 167
Hero	1	Oct. 17	Oct. 22	6	Santos	27 000	4 500
		" 23	" 27	5	Rio	9 500	1 900
Corrientes	1	Nov. 18	Nov. 19	2	"	3 000	1 500
Siegmund	4	Dec. 1	Dec. 5	5	Santos	31 250	6 250
		Dec. 6	" 7	2	Rio	3 500	1 750
Gunther	3	" 11	" 18	8	Santos	37 260	4 658
		" 19	" 21	3	Rio	8 000	2 667
Sieglinde	3	" 23	Jan. 5	(14)	Santos	12 000	857
		Jan. 6	" 9	4	Rio	9 000	2 250
Christiania	80	" 19	" 23	5	"	15 000	3 000
				143		312 354	2 184

9676 9675 9674 9673

9677 DEFENDANT'S EXHIBIT #8 ID.—*Slechta, re-cross 4796.*

Rates of Freight by Lloyd Brazileiro Line from Rio de Janeiro to—
36 Cu. Ft.

	Distance from Rio in miles	Rates per Cu. Metre	Rates per Ton Wt.	FOR
Paranagua	330	15 $5.00	30 $10.00	Codfish Flour
Santos	202	10 $3.46	20 $ 6.92	Kerosene Turpentine
9678 Bahia	730	14 $4.66	28 $ 9.32	Oil in Barrels Barbed Wire
Maceio	967	16 $5.33	32 $10.66	Hoisery etc.
Pernambuco	1,075	20 $6.66	40 $13.32	Dry Goods Machinery

Rio de Janeiro
3rd September 1910.

9679 DEFENDANT'S EXHIBIT #9.—*Slechta, re-cross 4831.*

January 19th, 1912.

Messrs. Lloyd Brazileiro,
New York City, N. Y.

Gentlemen:—

We confirm freight engagement made with you for all shipments of Lubricating Oil, Distilled Residuum, Fuel Oil,
9680 Asphaltum Cement and/or Binder, Wax, Grease, Candles, Mineral, Colza, which the VACUUM OIL COMPANY, have to ship by steamer from New York, to Rio de Janeiro and Santos, during 1912.

It is agreed that the VACUUM OIL COMPANY, have the privilege of shipping part or all of their cargo to Santos, by other steamers than those operated by the Lloyd Brazil-

eiro. Rate of freight on all of the above specified cargo, 9681
to be as follows:

Rio De Janeiro:	$2.50 net per barrel delivered and 21c net per cubic foot delivered, on such cargo shipped in cases and/or other packages.
Santos:	$2.30 net per barrel delivered, and 19-½c net per cubic foot delivered on such cargo shipped in cases and/or 9682 other packages.

You guarantee that we shall have the opportunity of shipping on at least (2) two steamers a month at regular intervals, to Rio de Janeiro and Santos.

You are to reserve room for at least 1,000 barrels for us in each steamer, and if we are not in a position to use all or any part of this, we are to give you upon your request a declaration of actual requirements, three (3) week in advance of the steamers scheduled sailing date.

We will, in any case, advise you promptly of what shipments we expect to make from time to time, as our requirements become known. 9683

A brokerage of 1% on freight shipped under this contract payable to Messrs. Caldwell & Company.

Caldwell & Co.
Lloyd Brazileiro
Chas. L. Timson

Vacuum Oil Company:

H. A. Saffer 9684
Manager Foreign Shipping Dept.

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9685 DEFENDANT'S EXHIBIT #10.—*Slechta, re-cross 4832.*

MEMORANDUM OF AGREEMENT made in New York this 11th day of January 1909 between the Lloyd Brazileiro, Saeger Trading Company, Agents, and Mr. G. M. Hughes account of Messrs. The Singer Manufacturing Company.

Shippers agree to forward their entire shipments of Sewing Machines and Parts consigned to the ports of Brazil as below stated for the period of one year from January 1st 1909 to December 31st 1909 by steamers of the above mentioned Line at the freight rates as undernoted:—

9686

New York to Cabedello	15c.	per cu. ft.
New York to Cabedello transshipped via Pernambuco	24c	per cu. ft.
New York to Pernambuco	15c	" "
New York to Maceio	15c	" "
New York to Maceio transshipped via Pernambuco	24c	per cu. ft.
New York to Bahia	15c	" "
New York to Victoria	16c	" "
New York to Victoria transshipped via		

9687

Rio de Janeiro	24c	" "
New York to Aracaju transshipped via Rio de Janeiro	32½c	" "
New York to Natal	16c	" "
New York to Natal transshipped via Pernambuco	25c	" "
New York to Paranagua transshipped via Rio de Janeiro	30c	Per cu. ft.
New York to San Francisco do Sul transshipped via Rio de Janeiro	30c	" "

9688

New York to Rio Grande do Sul transshipped via Rio de Janeiro,	30c	" "
New York to Porto Alegre transshipped via Rio de Janeiro and Rio Grande do Sul	37½c	" "
New York to Pelotas transhipped via Rio de Janeiro and Rio Grande do Sul	35c	" "
New York to Para	22½c	" "
New York to Maranham	25c	" "

New York to Ceara	27½c	"	"	9689
New York to Manaos transshipped via Para	30c.	"	"	
New York to Parnahyba transshipped via Maranham	37½c	"	"	
Florianapolis	35c	"	"	

All the above to be delivered at the port of destination excepting freight for the undernoted ports which are to be "free from alongside" steamer, and the f. f. a. clause to appear on Bills of Lading and to be signed by Shippers:— 9690

Victoria
Aracaju
Paranagua
San Francisco do Sul
Rio Grande do Sul

All freight prepaid on signing Bills of Lading.

Should Lloyd Brazileiro at any time have a direct steamer on the following ports, Shippers have the option of shipping at undernoted rates:— 9691

New York to Paranagua	20c	per cu. ft.	ffa	
New York to San Francisco do Sul	20c	"	"	"
New York to Rio Grande do Sul	20c	"	"	"
New York to Porto Alegre transhipped via Rio Grande do Sul	30c	"	"	"
New York to Pelotas transhipped via Rio Grande do Sul	27½c	per cu. ft.		

The Lloyd Brazileiro agree to maintain service at least two steamers each calender month (unless accidents or unforseen reasons prevent) to Pernambuco, Bahia, Rio de Janeiro and Santos. For Para, Maranham, Ceara, Maceio and Cabedello one about every month, and as to Natal, Victoria only when sufficient cargo offers. 9692

Shippers reserve the option of declaring quantities for each steamer, say at least ten days notice to be given, ports of destination to be named before shipment.

Transhipment freight accepted on through Bills of Lad-

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9693 ing only when sufficient freight offers to fully cover transshipment expenses.

In consideration of the contract, it is agreed that Shippers shall be given the benefit of any reduction in rates provided said reduction applies to like articles shipped on same steamer and to same ports.

This Agreement in all other respects to be subject to the terms and conditions of the carrying Lines form of Bill of Lading.

LLOYD BRAZILEIRO

9694 Per SEAGER TRADING Co., Agents,
John C. Seager
President

E. M. Hughes
For The Singer Mfg. Co.

Black & Geddes
Brokers.

9695

9696

DEFENDANT'S EXHIBIT #11.—*Slechta, re-cross 4833.* 9697

December 28th, 1912

MEMORANDUM OF FREIGHT CONTRACT, made between the LLOYD BRAZILEIRO and the VACUUM OIL COMPANY, for their shipments of Lubricating Oil, Distilled Residuum, Fuel Oil, Asphaltum Cement, and/or Binder, Wax, Grease, Candles, Mineral Colza, which the VACUUM OIL COMPANY, may have to ship by steamer from New York to Rio de Janeiro and Santos, during 1913.

It is agreed that the VACUUM OIL COMPANY, have the privilege of shipping part or all of their cargo to Santos, 9698
by other steamers than those operated by the Lloyd Brazileiro; Rate of freight on all of the above specified cargo, to be as follows:

RIO DE JANEIRO:	$2.50 net per barrel delivered and 21c net per cubic foot delivered, on such cargo shipped in cases and/or other packages.
SANTOS:	$2.30 net per barrel delivered, and 19½c net per cubic foot delivered, 9699 on such cargo shipped in cases and/or other packages.

You guarantee that we shall have the opportunity of shipping on at least (2) Two steamers a month at regular intervals, to Rio de Janeiro and Santos.

You are to reserve room for at least 1,000 barrels for us in each steamer, and if we are not in a position to use all or any part of this, we are to give you upon your request a declaration of actual requirements, three (3) weeks in advance of the steamers scheduled sailing date. 9700

We will, in any case, advise you promptly of what shipments we expect to make from time to time as our requirements become known.

VACUUM OIL COMPANY,
H. A. Saffer
Manager Foreign Shipping Dept.

Signed in duplicate
LLOYD BRAZILEIRO
By CHAS. L. TIMSON.

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9701 DEFENDANT'S EXHIBIT #12.—*Slechta, re-cross 4835.*

(COPY)

New York, December 2nd, 1912.

MEMORANDUM OF AGREEMENT made this day between the UNION CARBIDE SALES COMPANY of New York and the LLOYD BRAZILEIRO (Brazilian S. S. Company).

The UNION CARBIDE SALES COMPANY agree to forward their entire shipments of carbide for the ports as under-
9702 noted, for say fifteen months from January 15th, 1913 to March 31st, 1914 by the steamers of the above mentioned Line, as they may be scheduled during the life of this CONTRACT. Freight rates as below:

Pernambuco:	23c per cu. ft.	f. f. a.
Bahia:	27½c " " "	"
Rio de Jan-	23c " " "	"
Santos:	23c " " "	delivered
Maceio & Cabedello:	30c " " "	f. f. a.
Natal:	45c " " "	"

9703 FREIGHT PREPAID on signing bills of lading.

The f. f. a. clause to appear on all bills of lading and to be signed by shippers.

It is further agreed that no set of bills of lading to be signed for less than say five (5) tons, under the f. f. a. basis.

It is also understood and agreed that all shipments are to be made in approved insurance drums and are to be stowed in 'tween decks of steamers or in the poop at our option. Should we at any any time not have a suitable
9704 steamer, say not one having 'tween decks or poop; we to reserve the option of refusing any shipments by said steamer: carrying same by first suitable steamer or the shipper may at their option, engage for their own account and at their expense, room on the steamer of another line, provided such steamer sails during the month when LLOYD BRAZILEIRO are unable to furnish room. SHIPPERS to give us such notice as possible of their probable requirements; but not less than twenty days notice in any case.

Should at any time, Government or Insurance regula-

tions be enacted or enforced, prohibiting the LLOYD BRAZILEIRO from carrying calcium carbide, under deck, on their steamers; or preventing them from delivering same at any of the ports mentioned above; this CONTRACT shall then terminate, and become null and void, so far as the particular port is concerned. 9705

This agreement in all other respects to be subject to the terms and conditions of carryings LINE's form of bill of lading.

ACCEPTED.

9706

DEFENDANT'S EXHIBIT #13.—*Slechta, re-cross 4836.*

Petitioner's Ex. No. 232 Id.

THOMSEN & Co. (COPY)

90-96 Wall Street,

New York, Nov. 2nd, 1910.

The Lloyd Brazileiro,

8-10 Bridge Street, 9707

New York.

Gentlemen:—

We confirm engagement for shipment by steamer to Pernambuco of 10,000to 15,000 cases of kerosene during each of the months of January, February and March 1911, at 20c net per case f. f. a., quantity at our option, and to be declared not later than the 25th of each preceding month. It is understood that you furnish us room in two of your steamers during each month, but in case of need, if required by you, the quantity on your steamer sailing during the first half of each month may be limited to 3,000 cases, although we trust you will bear our clients' wishes in mind to always try to divide the quantities equally between your tow steamers. 9708

In case the Standard Oil Co. should stop selling Kerosene for Brazil, this contract is to be considered void as far as the unfilled part is concerned.

We have the option of renewing this contract for another

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9709 three months, say April, May and June 1911, upon giving notice thereof not later than March 1st, 1911.

Kindly confirm, and believe us, Dear Sirs,

Yours very truly,

(Signed) Thomsen & Co.

DEFENDANT'S EXHIBIT #14.—*Slechta, re-cross 4838.*

9710 MEMORANDUM OF AGREEMENT

made this day between Messrs. HASENCLEVER & COMPANY of New York and LLOYD BRAZILEIRO (Brazilian Steamship Company)

Messrs. Hasenclever & Co. agree to forward their entire shipments of agricultural implements, such as plows, mowers and reapers, in fact all other implements with the exception of engines and threshers. Also all ordinary general cargo for the ports of Brazil as below stated; from this date to the 31st of December 1911 by steamers of the

9711 above mentioned Line at rates as undernoted:—

NEW YORK TO RIO DE JANEIRO & SANTOS

Agricultural implements, no piece to exceed 2 tons, 20c per cu. ft. or $8 per 2240 lbs.

Ordinary general cargo, no piece to exceed 2 tons 23c per cu. ft. or $9.20 per 2240 lbs.

Sapolio, *Rio de Janeiro* $9 per ton, *Santos* $8 per ton

All the above rates weight or measurement, ship's option, freight prepaid.

9712 p.p. LLOYD BRAZILEIRO

(signed) Chas. L. Timson.

ACCEPTED:

Hasenclever & Co.,

G. Schultz.

Cable Address:

"Bencald,—N. Y.

All Codes.

CALDWELL & COMPANY

FOREIGN FREIGHT CONTRACTORS, FORWARDERS

AND CUSTOM HOUSE BROKERS, MARINE INSURANCE

26 BROADWAY,

New York. 9714

Jan 23 1911

Lloyd Brazileiro,

New York City.

Gentlemen:—

I confirm freight engagement made with you for all shipments of Lubricating Oil, Distilled Residuum, Wax, Grease, Candles, Mineral Colza, Naptha and other similar products which the Swan & Finch Company may have to ship by steamer from New York to Para, Marenham, 9715
Ceara, Pernambuco, Maceo, Bahia, Rio de Janeiro and Santos, during the period commencing January 1st. 1911 and expiring Dec. 31st. 1911 on the following terms:

The rate of freight on all of the above specified cargo except naptha, to be as follows:

Para	20c net per cu. ft.
Marenham	23c net per cu. ft.
Ceara	26c net per cu. ft.
Pernambuco	
Maceo	9716
Bahia &	
Rio de Janeiro	$2.00 net per bbl. delivered and 17c net per cu. ft. delivered on such cargo shipped in cases and/or other packages.
Santos.	$2.00 net per bbl. delivered and 17c net per cu. ft. delivered when shipped in other packages than barrels.

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9717 The rate of freight on Naptha in cases or drums is to be 35c net per cu. ft. delivered and this cargo is to be shipped on deck of cargo steamers but you agree whenever possible to take this cargo under deck.

You guarantee that we shall have the opportunity of shipping on at least two (2) steamers a month at regular intervals, to Pernambuco, Bahia, Rio de Janeiro and Santos, and on at least one (1) steamer every two (2) months to Maceo, and the other ports mentioned in this contract.

You are to reserve room for at least 1,000 barrels for us
9718 in each steamer, and if we are not in position to use all or any part of this, I am to give you upon your request, a declaration as to our actual requirements two (2) weeks in advance of the steamer's scheduled sailing date.

I will in any case, advise you promptly of what shipments I expect to make from time to time, as our requirements become known.

If the opportunities for shipment furnished by you are irregular, and we find that we cannot get the room which we require for our shipments, you agree to provide room
9719 if necessary, by other steamers or lines, or allow us to do so, any difference in freight to be paid by you.

In consideration of this contract, it is agreed that in case you accept lower freight rates on similar products, by any steamer during the period mentioned in the first paragraph, we are to have the benefit of the lower rate by such steamer, and in the event of there being a general reduction caused by competition or otherwise, the Swan & Finch Co. are to have the benefit of each steamer affected by such reductions, or they are to be allowed to ship by other opportunities. A brokerage of 1% on freight shipped
9720 under this contract payable to Messrs. Caldwell & Company.

Accepted in duplicate
For Swan & Finch Co.,
PHILIP RUPRECHT Agent
D. A. Wardin

P. P. LLOYD BRAZILEIRO,
CHAS. L. TIMSON.

DEFENDANT'S EXHIBIT #16.—*Slechta, re-cross 484o.* 9721

(COPY)

AMERICAN SMELTERS' STEAMSHIP CO.
165 Broadway,
NEW YORK.

March 14, 1911.
WEB—D

Lloyd Brazileiro,
8 B· dge St.,
New York, N. Y. 9722

Gentlemen:

It is understood that the American Smelting & Refining Company agree to ship and you agree to transport from New York to Rio de Janeiro all Pig Lead shipments which they may have from March 15th, 1911 to December 31st, 1911, at the rate of $5.50 per 2240 lbs.

Also that shippers will make delivery of the Pig Lead alongside your Steamers in New York Harbor and that you will make delivery on shore, at Rio de Janeiro, at the above rate. 9723

In sending you this contract it is our understanding that the rate made on the material in question is as low as you quote to anyone on Pig Lead, but should you make any lower rate during the existence of this contract, you are to give us the benefit of such rate during said period.

It is also agreed that should this Company get orders for shipment in a month where your steamers cannot give us the space, we shall have the privilege of booking with an outside line. Sufficient notice to be given however of intended shipments. 9724

This letter is written in duplicate and your acceptance on the bottom hereof will constitute a contract, it being understood we will engage room on vessels as our shipments are available.

Yours very truly
For American Smelting & Refining Co.
(Signed) J. J. MACGOWN,
Manager,
American Smelters & Steamship Co.

Accepted:

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9725 DEFENDANT'S EXHIBIT #17.—*Slechta, re-cross 4841.*

January 19, 1912.

Messrs. Lloyd Brazileiro,

New York City, N. Y.

Gentlemen:—

We confirm freight engagement made with you for all the shipments of Lubricating Oil, Distilled Residuum, Wax, Grease, Candles, Mineral Colza, which BORNE,
9726 SCRYMSER COMPANY, may have to ship by steamer from New York to Rio de Janeiro, for account of the CENTRAL RAILROAD OF BRAZIL at:—

> $2.50 net per barrel delivered and 21c net per cu. ft. delivered on such cargo shipped in cases and/ or packages than barrels.

You expect at least two (2) steamers a month to take cargo under this contract and advice will be given you
9727 promptly of the quantity, BORNE, SCRYMSER COMPANY will have for shipment by each steamer.

This contract to be in force for the year 1912.

Brokerage of 1% on freight shipped under this contract payable to Messrs. Caldwell & Company.

Caldwell & Co.

BORNE, SCRYMSER COMPANY

By A. Bourne

President.

LLOYD BRAZILEIRO,

By Chas. L. Timson.

9728

DEFENDANT'S EXHIBIT #18.—*Slechta, re-cross 4842.* 9729

February 15, 1912.

FREIGHT CONTRACT.

Engaged freight to Santos and/or Rio de Janeiro of Messrs. Lloyd Brazileiro, Agents of the steamers, to be named, for shipment from March 1st, 1912 to February 28th 1913, for account of STANDARD SANITARY MANUFACTURING COMPANY, Messrs. Caldwell & Company, Agents, for all the PLUMBING GOODS (Sanitary ware) that they may have to ship during the period above specified, controlled by said S.S. Mfg. Co. 9730

RATE:

24c per cubic foot or $9.60 per ton of 2240 lbs.
Steamer's option. PREPAID
Mrrows 33c

Caldwell & Co.
Brokers.

Mar. 18 1912
Standard Sanitary Mfg. Co.
per F. R. Johnson
Manager Export Dept. 9731

LLOYD BRAZILEIRO,
By Chas. L. Timson.

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9733 DEFENDANT'S EXHIBIT #19.—*Slechta, re-cross 4843.*

(COPY)

NEW YORK, December 2nd, 1910.

MEMORANDUM OF AGREEMENT

. . . . . .

made this day between the Ansonia Clock Company and the LLOYD BRAZILEIRO (Brazilian S. S. Company)

Shippers agree to forward their entire shipments of clocks which they have under control for the ports of
9734 Brazil as below stated for the period of one (1) year from January first, 1911 to December thirty-first, 1911, by Steamers of the above mentioned Line, at the freight rates as undernoted:—

New York to Pernambuco, Bahia, Rio de Janeiro & Santos
22c net per cubic foot, freight prepaid

New York to Para
30c net per cubic foot " "

New York to Ceara
36c net per cubic foot " "

9735 Paranagua, Rio Grande do Sul, Pelotas & Porto Allegre all via Rio de Janeiro:— the first two ports on the basis of 35c per cubic foot and the latter two, 40c per cubic foot. Freight prepaid.

ACCEPTED:— (Signed)
ANSONIA CLOCK CO.
Joseph Schweizer, Secy.
By Raymond Schweizer.

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DEFENDANT'S EXHIBIT #20.—*Slechta, re-cross 4844.* 9737

(COPY)

1. MEMORANDUM OF CONTRACT made this Sixth day of April One Thousand Nine Hundred and Eleven, between Lloyd Brazileiro (Brazilian Steamship Line) parties of the first part, and "White Sewing Machine Company, parties of the second part.

2. Parties of the first part agree to provide transportation for shipment from New York to Rio de Janeiro, Brazil for the period from April 6th, 1911, to April 6, 1912, inclu- 9738
sive, for the entire shipments of Sewing Machines, which the parties of the second part will have to ship during this period.

3. Parties of the second part agree to ship their entire shipment of Sewing Machines during the period from April 6th, 1911 to April 6, 1912 inclusive, from New York to Rio de Janeiro, Brazil by the steamers of the Lloyd Brazileiro (Brazilian Steamship Line).

4. Parties of the second part are to prepay freight to the parties of the first part, for transporting their shipments 9739
the following rate of freight, Twenty (20) cents net per cubic foot,

5. A commission of 1-4% to be paid to James A. Nichols on the amount of freight on all shipments under this contract.

P.P. Lloyd Brazileiro
(signed) Chas. L. Timson
White Sewing Machine Co.
(Signed) F. Meighboro, Mgr.

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9741 DEFENDANT'S EXHIBIT #21.—*Slechta, re-cross 4899.*

AMERICAN SMELTERS' STEAMSHIP CO.

165 Broadway,
New York.

J. K. MacGown,
Manager. October 29, 1912.

Lloyd Brazileiro,
8 Bridge Street,
7642 New York City.

Gentlemen:—

It is understood that the American Smelting & Refining Company agree to ship and you agree to transport from New York to Rio de Janeiro all Pig Lead shipments which they may have from January 1st, 1913 to December 31st 1913, at the rate of $6.00 per 2240 lbs.

Also that shippers will make delivery of the Pig Lead alongside your steamers in New York Harbor and that you will make delivery on shore, at Rio de Janeiro, at the above
9743 rate.

In sending you this contract it is our understanding that the rate on the material in question is as low as you quote to anyone on Pig Lead, but should you make any lower rate during the existence of this contract, you are to give us the benefit of such rate during said period.

It is also agreed that should this Company get orders for shipment in a month where your steamers cannot give us the space, we shall have the privilege of booking with an outside line. Sufficient notice to be given however of
9744 intended shipments.

This letter is written in duplicate and your acceptance on the bottom hereof will constitute a contract, it being understood we will engage room on vessels as our shipments are available.

Yours truly,

For AMERICAN SMELTING & REFINING CO.
John K. MacGown,
Manager,
American Smelters' Steamship Co.

Accepted:

LLOYD BRAZILEIRO,
By Chas. L. Timson

DEFENDANT'S EXHIBIT #22.—*Humphrey, direct 4902.* 9745

Advertisement in the Journal of Commerce and Commercial Bulletin of date April 27th, 1912. See *Petitioners' Exhibit* No. 254.

DEFENDANT'S EXHIBIT #23.—*Slechta, re-cross 5804.*

STATISTICS ON IMPORTS FROM THE UNITED STATES AND EUROPEAN COUNTRIES INTO VARIOUS BRAZILIAN PORTS: 9749

PORTS	1910	1911	1912
Rio de Janeiro	$ 87,257,063	$ 93,659,649	$120,150,961
Santos	46,793,940	62,530,248	80,478,771
Pernambuco	16,670,954	17,345,365	15,851,231
Para	20,456,054	15,403,168	15,331,377
Bahia	12,287,633	13,108,537	16,815,881
Porto Alegre	8,017,677	10,422,837	11,523,111
Manaos	11,582,801	8,125,129	7,423,431
Rio Grande	7,032,509	7,434,573	7,773,967
Ceara		4,271,716	4,155,035
Paranagua	3,038,254	3,679,268	5,553,690
Maranhao	2,988,084	3,090,152	3,231,683
Other Ports	19,449,868	18,414,264	19,576,055
Totals	$235,574,837	$257,484,906	$307,865,189

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9749 DEFENDANT'S EXHIBIT #23 (Contd)

STATISTICS ON IMPORTS IN BRAZIL FROM THE UNITED STATES AND EUROPEAN COUNTRIES.

COUNTRIES OF ORIGIN	1910	1911	1912
United States	$ 30,253,918	$ 34,263,428	$ 48,049,922
United Kingdom	67,061,065	74,615,133	77,519,726
Germany	37,455,530	43,134,318	52,952,625
France	22,268,307	22,720,330	27,716,833
9750 Argentina	20,133,472	19,573,380	23,088,658
Portugal	13,103,860	13,817,501	14,571,158
Belgium	10,655,097	10,714,147	16,572,035
Italy	7,503,410	9,371,990	12,080,626
Uruguay	6,102,206	5,708,863	7,708,787
Austria-Hungary	3,346,811	3,773,391	4,389,445
Switzerland	2,911,669	3,451,837	3,862,884
India	.....	2,982,736	1,995,039
New-Foundland	2,707,328	2,805,803	2,850,498
9751 Spain	2,000,276	2,373,685	3,243,599
Norway	1,976,849	2,180,040	3,133,920
Netherlands	1,390,348	1,648,974	2,302,430
Sweden	.....	1,036,392	1,358,472
Canada	1,159,679	1,614,073	1,131,826
Denmark	.....	492,255	548,050
Other Countries	5,545,012	1,806,630	2,788,676
Totals	$,235,574,837	$257,484,906	$307,865,189

9752

DEFENDANT'S EXHIBIT #23 (Contd) 9753

COMPARATIVE STATISTICS OF EXPORTS FROM BRAZIL TO THE UNITED STATES AND EUROPEAN COUNTRIES.

Country of destination.	1910	1911	1912
United States	$112,184,068	$115,731,284	$141,739,682
Germany	36,285,755	47,161,518	51,864,086
Great Britain	73,440,577	48,871,369	43,012,381
France	26,116,585	25,720,580	35,471,044
Netherlands	15,289,064	26,419,020	22,952,681
Austria-Hungary	9,007,954	16,741,195	18,235,426
Argentina	11,618,104	12,779,377	14,211,427
Belgium	5,611,633	7,788,348	9,717,456
Uruguay	5,672,471	4,439,203	4,157,334
Italy	2,092,168	3,743,676	4,091,043
Sweden	————	3,160,133	3,114,193
Spain	1,074,560	1,631,203	2,109,831
Turkey	————	1,311,775	1,620,235
Portugal	834,068	1,485,560	767,972
Other countries	10,779,431	7,935,526	9,282,160
Totals	$310,006,438	$324,919,767	$362,346,951

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STATISTICS OF THE PRINCIPAL EXPORTS FROM BRAZIL TO THE UNITED STATES AND OTHER COUNTRIES DURING THE YEARS 1910, 1911 & 1912.

	1910		1911		1912	
	Quantity	Value	Quantity	Value	Quantity	Value
BRAZIL NUTS						
	Hectoliters		Hectoliters		Hectoliters	
	210,738	$1,408,285	136,165	$1,289,459	343,394	$2,122,163
United States	145,954	996,462	105,423	978,300	220,797	1,347,711
Great Britain	53,481	343,638	23,641	222,748	90,269	585,466
Germany	11,271	67,959	9,013	87,498	30,412	177,795
	Metric tons		Metric tons		Metric tons	
BRAN	52,338	$1,813,895	54,108	$1,779,193	54,424	$1,672,782
Germany	44,422	1,531,556	36,337	1,188,141	40,410	1,224,684
Great Britain	6,121	220,543	10,371	341,683	3,718	122,607
Belgium	1,082	37,308	5,691	192,984	6,733	214,820
Netherlands	———	———	1,255	41,963	1,072	50,435
	Bags		Bags		Bags	
COFFEE	9,723,738	127,212,875	11257,802	196,272,768	12,080,303	225,992,915
United States	4,501,887	58,808,467	4444,973	77,415,072	5,092,661	95,175,982
Germany	1,219,924	16,152,259	1803,991	31,693,954	1,820,407	34,313,238
Netherlands	1,077,605	14,772,522	1413,412	25,730,560	1,183,255	22,548,592
France	660,496	8,858,666	874,928	15,073,384	1,187,268	22,096,568
Austria-Hungary	689,035	8,720,668	967,677	16,579,956	957,886	17,893,056
Great Britain	217,763	2,855,274	270,114	4,686,608	171,201	3,216,122
Argentina	193,225	2,474,582	225,187	3,819,060	237,169	4,416,465
Italy	136,392	1,734,834	204,933	3,481,518	205,605	3,821,632
Sweden	———	———	———	———	164,418	3,068,332
Spain	———	———	———	———	107,519	2,023,430
	Metric tons		Metric tons		Metric Tons	
CACAO	29,158	6,824,139	34,994	7,982,570	30,492	7,421,832
United States	4,497	1,036,079	7,849	1,803,057	7,146	1,729,685
Germany	7,758	1,863,343	9,925	2,263,142	6,498	1,594,958
Great Britain	5,577	1,302,690	6,577	1,510,629	9,027	2,210,515
France	7,951	1,829,638	6,341	1,432,321	5,010	1,220,431
Netherlands	1,076	252,791	2,258	501,007	837	200,642
Argentina	928	214,992	918	216,857	919	226,042
Austria-Hungary	———	———	327	74,904	591	138,088
COTTON	11,160	4,440,372	14,647	4,758,262	15,774	5,035,519
Great Britain	10,146	4,064,410	10,103	3,271,587	13,670	4,134,602
Portugal	523	203,165	2,754	908,836	745	222,706
Germany	———	———	531	163,274	1,116	344,394
Spain	41	14,027	474	156,218	———	———
Belgium	———	———	288	98,157	501	149,412
France	———	———	454	145,501	379	88,515
COTTON SEED	27,041	639,725	39,429	876,769	36,793	892,703
Great Britain	23,910	552,492	34,025	751,926	33,396	561,209
Germany	1,749	47,976	4,164	98,301	2,041	50,299
CARNAUBA WAX	2,681	1,421,910	3,214	1,898,198	33,099	1,763,899
United States	611	312,002	760	446,722	659	379,781
Germany	1,620	856,145	1,814	1,098,611	1,821	1,047,466
Great Britain	372	220,848	520	286,901	406	228,805
France	———	———	———	———	209	105,233
	Grams		Grams		Grams	
GOLD IN BARS	3,641,246	1,954,674	4,289,630	2,272,631	4,021,455	2,113,402
Great Britain	3,625,536	1,945,690	4,281,230	2,268,176	4,026,775	2,116,200
	Metric tons		Metric tons		Metric tons	
HIDES	34,059	8,626,966	31,831	8,741,949	36,255	9,765,363
United States	675	207,274	131	50,482	851	353,803
Germany	12,239	3,242,910	12,296	3,746,166	14,282	4,114,772
British possessions	9,244	2,145,673	7,520	1,751,908	———	———
France	7,199	1,557,361	6,333	1,443,850	9,904	2,334,913
Belgium	1,056	205,968	2,198	533,691	2,513	590,367
Uruguay	1,335	420,949	1,013	384,694	929	304,635
Portugal	1,206	466,669	952	359,958	816	333,465

France			454	145,501	379	88,515
Cotton Seed	27,041	639,725	39,429	876,769	36,793	892,703
Great Britain	23,910	552,492	34,025	751,926	33,396	561,209
Germany	1,749	47,976	4,164	98,301	2,041	50,299
Carnauba wax	2,681	1,421,910	3,214	1,898,198	33,099	1,763,899
United States	611	312,002	760	446,722	659	379,781
Germany	1,620	856,145	1,814	1,098,611	1,821	1,047,466
Great Britain	372	220,848	520	286,901	406	228,805
France					209	105,233
	Grams		Grams		Grams	
Gold in bars	3,641,246	1,954,674	4,289,630	2,272,631	4,021,455	2,113,402
Great Britain	3,625,536	1,945,690	4,281,230	2,268,176	4,026,775	2,116,200
	Metric tons		Metric tons		Metric tons	
Hides	34,059	8,626,966	31,831	8,741,949	36,255	9,765,363
United States	675	207,274	131	50,482	851	353,803
Germany	12,239	3,242,910	12,296	3,746,166	14,282	4,114,772
British possessions	9,244	2,145,673	7,520	1,751,908		
France	7,199	1,557,361	6,333	1,443,850	9,904	2,334,913
Belgium	1,056	205,968	2,198	533,691	2,513	590,367
Uruguay	1,335	420,949	1,013	384,694	929	304,635
Portugal	1,206	466,669	952	359,958	816	333,465
Great Britain			952	359,958	695	205,228
Italy			368	134,744	389	181,083
Austria-Hungary			208	82,163	272	110,020
Yerba Mate	59,360	9,575,550	61,834	9,638,432	62,880	10,205,864
Argentina	43,779	6,988,312	46,500	7,211,322	45,309	7,225,942
Chili	3,786	569,120	3,057	372,088	3,068	458,002
Uruguay	11,730	2,006,646	12,156	2,633,481	14,442	2,511,062
Manganese ore	253,953	1,887,747	173,941	1,254,061	154,870	1,115,079
United States	59,350	435,905	50,150	361,085	82,530	594,224
Great Britain	55,200	405,445	41,801	301,617	25,300	182,168
Belgium	29,000	207,114	34,840	250,851	10,900	78,481
Germany			14,100	101,849	20,000	144,002
France			7,650	55,442	10,340	74,449
Monazite Sand	5,437	631,251	3,686	539,293	3,398	527,258
United States	1,100	130,650	700	101,352	600	93,197
Germany	2,636	303,953	1,890	280,996	1,852	291,467
France	1,691	195,466	1,096	156,951	945	142,604
Rubber	38,547	124,400,714	36,547	73,261,558	42,286	78,125,250
United States	15,450	47,409,030	16,146	31,358,386	21,322	39,344,927
Great Britain	17,428	57,920,160	15,662	32,886,456	14,728	27,042,375
France	3,445	12,485,397	3,221	6,403,342	4,436	8,091,635
Germany	1,564	4,225,050	1,058	1,660,302	1,660	2,399,485
Belgium			156	316,429	126	233,818
Precious Stones				135,445		256,693
France				22,903		194,866
Germany				69,927		36,716
Skins	2,696	3,463,569	2,798	3,148,614	3,189	3,680,148
United States	1,847	2,382,827	1,825	1,994,293	2,157	2,430,850
France	339	449,150	367	451,026	594	724,884
Great Britain	259	338,042	350	396,807	85	85,708
Germany	82	121,714	137	166,186	121	147,982
Belgium	116	159,043	106	132,336	221	286,798
Sugar	58,824	3,409,732	36,208	1,984,383	4,772	272,086
United States	291	14,670	12,260	932,861		
Great Britain	46,123	2,598,079	23,305	1,000,884	4,599	244,099
Tobacco	34,149	8,048,925	18,489	4,703,531	24,706	6,962,440
Germany	30,711	7,210,415	15,779	3,967,401	19,236	5,366,114
Argentina	2,712	634,920	2,073	557,587	4,796	1,392,544
Uruguay			178	53,126	387	110,661

DEFENDANT'S EXHIBIT #24.—*Lowry, cross 5921.* 9761

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG AMERICAN LINE.

JOINT SERVICE NEW YORK—BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and Freight List of S. S. "NUMANTIA" Captain NEUMANN from New York, for SAILED Nov. 15th 1912.

Packages and Contents.	Weight of Cargo.	Meas. of Cargo	9762
Recapitulation.			
PERNAMBUCO	402 430	12605-7	
VICTORIA	1 699 018	43664-9	
RIO DE JANEIRO	2 079 879	49563-1	
SANTOS	3 095 246	69551-1	
PARANAGUA	2 605 244	65033-4	
RIO GRANDE DO SUL	1 943 070	48656-7	
PELOTAS	123 790	3780-0	
PORTO ALEGRE	400 174	10230-5	
Totals	12 348 851	303084-10	9763

E & O E

NEW YORK DEC 13TH 1912

FUNCH, EDYE & Co

PER (Initial undecipherable)

Recapitulation	Freight Basis. Weight	Measurement	Rate	Freight	
PERNAMBUCO	40 151	12114		3 557 30	
VICTORIA	57 043	43338		9 417 03	9764
RIO DE JANEIRO	997 698	34885		11 420 04	
SANTOS	1 876 854	50278		16 882 07	
PARANAGUA	550 161	57159		15 441 51	
RIO GRANDE DO SUL	49 415	48421		9 873 67	
PELOTAS	107 691	1313		1 303 33	
PORTO ALEGRE	182 728	8978		5 723 19	
Totals	3 861 741	256486		73 618 14	

9765 DEFENDANT'S EXHIBIT #24 (Contd)

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "NUMANTIA" CAPTAIN NEUMANN from New York, for PERNAMBUCO.

B/L No.	Shippers	Consignees	Marks
9766 1	Royal Typewriter Co	Order	R M C
2	Barclay & Co	Sres Gomes de Mattos Irmaos & Co	(A L)
3	Pittsburg Writing Machine Co Foreign Dept	Order	Irmaos & Co
4	J Beno	Antonia Leite & Cia	L
5	Wessels Kulenkampff & Co	Order	C S
9767			B PERN
6	Ansco Co	F Du Bocage	F D 3482 B
7	Cowdrey & Co	Albino Silva & Co	Albino
8	Cowdrey & Co	Barbosa Vianna & Co	Vianna
9	Cowdrey & Co	Order	S
10	Amsinck & Co	Miranda Sonza & Ca	M S & C

9768

Sheet #2.

B/L No.	Shippers	Packages and Contents.	
1	Royal Typewriter Co	2 Cases Typewriters	
2	Barclay & Co	20 Bales Almanacs	
		1 Case Advertising matter	
3	Pittsburg Writing Machine Co Foreign Dept	1 Case Typewriters	
4	J Beno	3 Cases Shoes	9770
5	Wessels Kulenkampff & Co	1 Case Auto & Accessories	
6	Ansco Co	1 Case Photo Paper	
7	Cowdrey & Co	7 Crts Freezers	
8	Cowdrey & Co	3 Cases Cartridges	
9	Cowdrey & Co	30 Barrels Mineral Oil	
10	G. Ansinck & Co	16 Bdls Shovels	
		9 Cases Cotton Gins)	
		6 Cases Cotton Gins)	
		12 Cases Steel Files	9771

Sheet #3

B/L No.	Weight of Cargo.	Meas. of Cargo	Freight Basis Weight	Measurement	Rate	
1	214	13— 0		13— 0	43c	
2	1 240	26— 8				
	72	2— 7		29— 0	43c	
3	73	3— 8		4— 0	MIN	
4	755	38—10		39— 0	43c	9772
5	1 900	219— 4		219— 0	33c	
6	227	6— 2		6— 0	MIN	
7	959	63— 11		64— 0	43c	
8	285	2— 3	285	2— 0	1 42	
9	13 195	357— 6		358— 0	2 52EA	
10	1 408	96— 4		96— 0	26c	
	4 274	251— 1		435— 0	33c	
	2 367	188— 4	465	5— 0	66c	
	2 349	20— 8	2 349	21— 0	15 60	

9773 DEFENDANT'S EXHIBIT #24 (Contd) Sheet #4.

B/L No.	Freight	Conditional Landing Charge	Total	Remarks
1	5 59		5 59	
2	12 47		12 47	
3	5 00		5 00	
4	16 77		16 77	
5	72 27		72 27	
9774 6	5 00		5 00	
7	27 52		27 52	
8	10 00		10 00	
9	75 60		75 60	
10	24 96			
	143 55			
	3 07			
	16 36		187 94	

9775

9776

Sheet #5

B/L No.	Shippers	Consignees	Marks
11	William E. Peck & Co	C Prats & Co	PRATS
12	Pan American Trading Co	Order	P A 548 T C
13	Pan American Trading Co	Order	COLOMBO
14	Pan American Trading Co	Order	P A 553 T C
15	Pan American Trading Co	Order	P A 549 T C
16	Pan American Trading Co	Order	P A 547 T C
17	Pan American Trading Co	Order	P A 551 T C
18	Pan American Trading Co	Order	P A 550 T C
19	Whitehall Tatum Co	Jorge Ferreira	(JORGE)
20	Pan American Trading Co	Order	P A 520 T C
21	Pan American Trading Co	Manoel Ahmeida & Cia	ELECTRIC

9778 9779 9780

9781 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #6

B/L No.	Packages and Contents.	Weight of Cargo.	Meas. of Cargo.
11	250 Bbls Flour	54 250	1652- 0
12	5 Cases Drugs	716	20- 0
13	1 Case Rubber Shoes	27	1- 9
	1 Case Shoes	199	17- 3
14	1 Crt Vehicle	1 450	187- 3
9782 15	1 Case Vehicle	1 265	
	1 Bdl Pole	15	104- 0
	1 Case Canopies	274	31 -9
16	1 Case Vehicle	1 365	
	1 Bdl Pole	25	118- 5
17	1 Case Vehicle	1 625	
	1 Bdl Pole	20	126- 6
18	1 Case Vehicles	1 625	
	1 Bdl Pole	25	126- 5
	1 Case Vehicles	770	
	1 Bdl Shaft	20	61- 9
9783	1 Case Saddlery	34	1- 9
19	2 Boxes Druggist Sundries	172	12- 0
20	14 Cs Common Furniture K D	4 363	436- 7
21	1 Case Hardware	75	4- 2
	2 Cases Hardware	171	5-10
	1 Case Cutlery	42	1- 7
	3 Pkgs Ea 4 Cs Food Cutters	420	13- 9
	1 Case Cutlery	114	2-10
	1 Case Guns	80	2-10
	1 Case Enamel Paints	84	2-11
9784	6 Case Cartridges	593	4- 0
	20 Boxes Tin Plate	1 252	20- 0
		100 389	4218- 8

Sheet #7

B/L No.	Freight Basis Weight	Freight Basis Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks	
11		1625- 0	1 00EA	250 00		250 00	FFA	
12		20- 0	43c	86 60		8 60		
13		19- 0	43c	8 17		8 17		
14		187- 0	36c	67 32		67 32		
15		104- 0	36c	37 44				
		32- 0	43c	13 76		51 20		9786
16		118- 0	36c	42 48		42 48		
17		127- 0	36c	45 72		45 72		
18		188- 0	36c	67 68				
		2- 0	43c	86		68 54		
19		12- 0	43c	5 16		5 16		
20		437- 0	33c	144 21		144 21		
21	....	.....	.....	.....		.....		
	....	10- 0	17 20	4 30		.....		
	....	.....	.....	.....		.....		
	....	.....	.....	.....		.....		9787
	....	.....	.....	.....		.....		
	....	21- 0	43c	9 03				
	....	3- 0	14 40	1 08				
	593	4- 0	1 56	9 25				
	1 252	20- 0	12 00	6 70		30 36		
	4 944	4168- 0		1139 92		1139 92		

9788

9789 DEFENDANT'S EXHIBIT #24 (Contd)

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co., Agents, New York.

Manifest and Freight List of S. S. "Numantia" Captain NEUMANN from New York, for Pernambuco No. 2-R

	B/L	Shippers	Consignees	Marks
9790	22	J C Ayer & Co	Faria Irmao & Cia	F I & Co
	23	J C Ayer & Co	F Carneiro & Guimaraes	B
	24	H Marquardt & Co Inc	Snrs Silva Braga & Cia	S B & C
	25	F Rosenstern & Co	Conde & Co	C & C
	26	Wagner Trading Co	Antonio Pinto Da Silva & Co	A P S & Co
	27	Cowdrey & Co	Fonseca Nunes & Co	F N & C
	28	Davies Turner & Co	Order	D T & Co
	29	Pan American Trading Co	Order	Carvalho
9791				MC Carvalho M B Carvalho
	30	American Trading Co	Isidoro Leite	I L
	31	K Mandell & Co	Order	K M & C
	32	K Mandell & Co	Alvares De Carvalho & Co	Caboclo

9792

DEFENDANT'S EXHIBIT #24 (Contd) 9793

Sheet #2

B/L No.	Packages and contents	Weight of Cargo.	Meas. of Cargo.	
	Brought Forward	100 389	4218- 8	
22	10 Boxes Pharmaceutical Products	589	19- 3	
23	23 Boxes Drugs	1 403	43- 1	
24	5 Cases Tin Cans	652	43- 2	
25	1 Case Towels	209	9- 9	
	1 Case Suspenders & Garters	33	2- 7	9794
26	40 Cases Trunk Covering	2 458	33- 4	
27	1 Case Suspenders	259	20- 2	
	1 Case Colored Cloth	169	10- 8	
28	1 Case Photo Goods	145	3- 7	
29	6 Cases Common Furniture K D	1 765		
	6 Cases Common Furniture K D	1 635	328- 1	
	1 Case Common Furniture K D	243	16- 10	
30	4 Cases Shoes			
	1 Case Shoes	1 410	106- 9	
31	50 Cases Medicine	2 750	83- 4	
32	67 Cases Tacks	4 501	72- 2	9795
	2 Cases Hardware	337	3- 6	

9796

9797

DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #3.

No.	Freight Basis Weight	Measurement	Rate	Freight	Conditional Landing Charge	Total	Remarks
Brt. Fwd	4 944	4168		1139 92		1139 92	
22		19	43c	8 17		8 17	
23		43	43c	18 49		18 49	
24		43	14 40	15 48		15 48	
9798 25		12	43c	5 16		5 16	
26	2 458	33	14 40	15 80		15 80	
27		31	43c	13 33		13 33	
28		4	MIN	5 00		5 00	
29		....	.....	.....		.....	
		....	.....	.....		.....	
		345	33c	113 85		113 85	
30		107	43c	46 01		46 01	
31		83	43c	35 69		35 69	
32	4 501	72	15 60	31 34			
	337	4	17 20	2 58		33 92	

9799

Sheet #4.

B/L	Shippers	Consignees	Marks
33	F Rosenstern & Co	Prudencia Pio & Co	P P & C
34	Thomsen & Co	Dias Loureiro & Co	D L & C
35	Thomsen & Co	Alves De Brito & Co	A B & C
36	S E Heyman & Co	Order	C F C P
37	Thomsen & Co	Order	T
38	Thomsen & Co	Miranda Souza & Co	M S & C
9800 39	Thomsen & Co	Order	R C
40	Thomsen & Co	Order	C M
41	Thomsen & Co	Barbao De Suassuma	B S
42	The Singer Mfg Co	Singer Sewing Mach Co	(S S M C0)

DEFENDANT'S EXHIBIT #24 (Contd) 9801

Sheet #5.

B/L No.	Packages and Contents	Weight of Cargo.	Meas. of Cargo	
33	1 Case Clocks			
	4 Pkgs of 24 CS Clocks	491	43— 7	
	1 Case Razor Strops	18	1— 1	
34	1 Case Cotton Goods	719	26—10	
	1 Case Clocks	31	2— 4	
	2 Cases Typewriter	186	8— 2	
35	3 Cases Cotton Goods	394	55— 0	9802
	1 Case " "	439		
	1 Case " "	719	49— 5	
	1 Case Perfumery	168	6— 3	
36	50 Bbls Lub Oil	22 123	595—10	
37	60 Bbls Codfish		250— 0	
	120 H/Bbls Codfish	17 211	250— 0	
38	6 Cases Rifles	741	21— 6	
	1 Case Wire Stretchers	117	2— 8	
	10 Cases Lanterns	359	32— 6	
	10 Bbls Lamp Chimneys	719	91— 8	9803
	1 Case " "	22	1—11	
	10 Cases Hardware	2 020	13— 6	
39	3 Coils Rope	2 079	76— 4	
40	8 Coils Rope	2 410	89— 0	
41	1 Crt Electric Fans	49	2—10	
	2 Cases Batteries	269	6— 2	
	1 Case Carriage	1 641	83— 5	
	1 Case Carriage	1 054	92—11	
	1 Case Carriage	565	44— 1	
	1 Pkg Carriage Parts	36	8—10	9804
42	22 Cases Sewing Machine Parts	2 231		
	1 Case Sewing Machine Needles	20	105—10	
		175 178	6976— 7	

9805

DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #6.

B/L No.	Weight	Freight Basis Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
33		45	43c	19 35		19 35	
34	.....	....	.....	.....		.....	
	.....	....	.....	.....		.....	
	.....	....	.....	.....		.....	
35		37	43c	15 91		15 91	
9806	.....	....	.....	.....		.....	
	.....	....	.....	.....		.....	
	.....	....	.....	.....		.....	
		LLL	43c	47 73		47 73	
36		596	2 52EA	126 00		126 00	
37		250	1 10 EA	66 00			
		250	55EA	66 00		132 00	FFA
38	.....	....	.....	.....		.....	
		24	43c	10 32			
		33	36c	11 88			
	.....	....	.....	.....		.....	
9807		94	33c	31 02			
	2020	14	17 20	15 51		68 73	
39		76	30c	22 80		22 80	
40		89	30c	26 70		26 70	
41	.....	....	.....	.....		.....	
		9	43c	3 87			
	.....	....	.....	.....		.....	
	.....	....	.....	.....		.....	
	.....	....	.....	.....		.....	
		229	36c	82 44		86 31	
9808 42	.....	....	.....	.....		.....	
		106	25c	26 50		26 50	
	14 260	6804		2022 85		2022 85	

DEFENDANT'S EXHIBIT #24 (Contd) 9809

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "NUMANTIA" CAPTAIN NEUMANN from New York, for Pernambuco No 3-R

B/L No.	Shippers	Consignees.	Marks.
			9810
43	Hagemeyer Trading Co	Uzina Catende	U C
44	Wessels & Kulenkampff & Co	Order	C S B Pern
45	Wessels Kulenkampff & Co	Order	S E S
46	Wagner Trading Co	Alfonso De Albuquerque & Co	Affonso

9811

9812

Sheet #2.

	B/L No.	Packages and Contents.	Weight of Cargo	Meas. of Cargo.
		Brought Forward—	175 178	6976- 7
	43	1 Crt Valve	380	8- 0
		1 Bdl Miss Tools	25	88- 5
		2 Bbls Chains)		
		3 Boxes Pulleys Etc)	5 125	113- 0
9814		1 Piece Gear)		
		1 Piece Steel Header	1 150	19- 1
		58 Pieces Cast Iron Grate Bars)		
		24 Pieces " " Mouth Pieces)		
		& Sill Plates)		
		7 Pos Cast Iron Bushings Yokes &)		
		Flanges)		
		1 Crt Valves)		
		3 Pkgs Glass Windows & Gauges)		
				200- 8
	44	2 Cases Hardware)		
9815		1 Case Hardware)		6- 4
				0-11
		1 Case Hardware	51	6- 5
		1 Case Bottle Stroppers	22	0- 7
		1 Case Iron Holders	25	2-10
		1 Case Cooker	81	4- 7
		1 Case Electrical Goods	108	4- 5
	45	5 Cases Machinery Parts	1 199	65- 9
	46	1 Case Firearms	116	3- 5
		1 Case Caps	10	0- 6
9816		1 Case Hardware	190	5- 1
		20 Cases Tacks	2 210	26- 8
		4 Cases Screws	895	12- 4

DEFENDANT'S EXHIBIT #24 (Contd) 9817

Sheet #3

B/L No.	Weight	Freight Basis. Measurement	Rate	Freight	Conditions Landing Charge.	Total	Remarks
			Brought Forward				
	14 260	6804		2022 85		2022 85	
43	.....	....		.....		.....	
	.....	....		.....		.....	
		209	36c	75 24			
	13 694		15 70	95 98		171 22	
44	.....	....	.....	.....		.....	9818
	.....	....	.....	.....		.....	
		14	17 20	6 02			
	.....	....	.....	.....		.....	
	.....	....	.....	.....		.....	
	.....	....	.....	.....		.....	
		12	43c	5 16		11 18	
45		66	36c	23 76		23 76	
46		3	43c	1 29			
		1	MIN	5 00			
		5	17 20	2 15			9819
	2 210		15 60	15 39			
	895		14 40	5 75		29 58	

Sheet #4.

B/L No.	Shippers	Consignees.	Marks.	
47	United States Steel Products Co	Order	1042	
48	David T Warden Agt Standard Oil Co of Brazil.	Order	O S CO	9820

9821 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #5

B/L No.	Packages and contents.	Weight of Cargo.	Meas. of Cargo.
47	100 Boxes Tin Plate	90 92	60- 0
48	2000 Cases Motano Motor Gasoline		4000- 0
	500 Cases " " "		1000- 0
		193 927	
		402 430	12605- 7

9822

Sheet #6

B/L No.	Freight Basis Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
47	9 692		12 00	48 71		48 71	
48	.....	....		.....		.....	
		5000	50c EA	1250 00		1250 00	FFA on Deck
	40 151	12114		3557 30		3557 30	

9823

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "Numantia" Captain Neumann from New York, for Victoria No 1-R

B/L No.	Shippers	Consignees	Marks
9824 1	Davies Turner & Co	Joaquin Teixera Meiquita	Joaquin Teixera Meiquita
2	William E Peck & Co	Joao Aprigio Aguine	J A A
3	Wrights Indian Vegetable Pillco	Manuel Pinto Mesquita	Manuel
4	Atlas Export & Trading Co	Order	W B H A
5	Cowdrey & Co	J Reisen	J R

Sheet #2

B/L No.	Packages and contents		Weight of Cargo	Meas. of Cargo	
1	1 case Bicycles		177	18- 1	
2	5 Cases Drugs		245	6- 5	
3	20 cases Vermifuge		500	16- 8	
4	4 Cases Railway Motors	)	10 667	167- 0	
	2 Cases Gear cases & breakers	) Rail-	445		
	4 Cases Controllers	) way car	1 170		9826
	1 Case controller handles etc	: Equip-	52		
	1 Case hose & wire for motors	) ments	460		
	2 Cases motor gird resistance	)	457		
	2 Cases arresters switches etc	)	204		
	2 Reels cable	)	164	103- 0	
	1 Case axel bearings grid	) Spare			
	Resistances	) Parts	219		
	1 Case armature coils	) For	163		
	1 Case brush holders etc	: Above	146		9827
	1 Case field coils commutator etc	)	343		
	2 Cases shaft & armature	)	790		
	1 Crt gears & pinions	)	425	39- 1	
5	6 Cases firearms		477	15- 9	
	5 Cases cartridges		520	3- 9	

Sheet #3.

B/L No.	*Freight Basis* Weight	Measurement	Rate	Freight	Conditional Landing Charge	Total	Remarks	9828
1		18	44-½c	8 01		8 01		
2		6	Min	5 00		5 00		
3		17	44-½c	7 57		7 57		
4								
	10 667	167	11 10	52 86				
		143	11 10	39 68		92 54		
5		16	44-½c	7 12				
	520		1 60	8 32		15 44		

DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #4.

B/L No.	Shippers	Consignees	Marks
6	The Baldwin Loco Works	Order	V A M A-23 B-23 C-23
7	Arkell & Douglas Inc	Cia Industrial Do Estado De Ex-	
9830		perito Santos	C T E E S
8	U. S. Steel Products Co	Order	L N No. 951
9	"	"	V & I No 901
10	"	"	M E P No. 971
11	C J Ludmann	Order	A
12	U. S. Steel Products Co	Rufino Antonio DeAzevedo	R A A
9831 13	Cowdrey & Co	Jose Ribeiro De Souza	J R S
14	Hagemeyer Trading Co	Order	P T J & C
15	Hard & Rand	Hard Rand & Co	Hard Rand & Co
16	Wessels Kulenkampff & Co	Order	A P C
17	Albert Walsh	Order	W

DEFENDANT'S EXHIBIT #24 (Contd) 9833
Sheet #5.

B/L No.		Packages and Contents	Weight of Cargo	Meas. of Cargo	
6	36	Bxs & Crts Machinery	147 800	2269- 0	
	3	Tank frames	15 600		
	6	Tank trucks	26 400		
	3	Boilers	50 100		
	9	Prs driving wheels	36 150		
	3	Engine trucks	11 820		
	3	Castings	2 400		9834
	6	Air drums	2 700	7340- 9	
7	4	Cases machinery	2 481	127- 1	
8	72	Bdls Galv Corr Iron	11 198	60- 0	
9	90	Bdls Galv Corr Iron	11075	60- 0	
10	100	Bdls Galv Corr Iron	13 500	72- 0	
11	12	Pkgs 2cs Ea Scales	5 000	161- 0	
12	35	Rolls Concrete Reinforcement	8 281	503- 3	
13	1000	Bags flour	97,000	2166- 8	
14	1000	Sacks flour	97,000	2166- 8	
15	2	Pcs machinery			9835
	2	Boxes machinery	1 837	42- 9	
16	1000	Bags flour	98 000	2166- 8	
17	3000	Sacks flour	294 000	6500- 0	
	1	Box machinery Power ice cream freezer	761	61- 9	
			950 727	23902- 4	

9836

DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #6.

B/L No.	Freight Basis Weight	Freight Basis Measurement	Rate	Freight	Conditional Landing Charge	Total	Remarks
6							
8							24 heavy lifts see F F A
		9610	26½c	2546 65		2546 65	sheet
7		127	37½c	47 62		47 62	
	11 198	80	10 20	50 99		50 99	
9	11 075		10 20	50 43		50 43	
9838 10	13 500	72	10 20	61 47		61 47	
11		161	40½c	65 20		65 20	
							25 rolls rusty
12		503	10 80	135 81		135 81	
13		2167	40c ea	400 00		400 00	F F A
14		2167	40c ea	400 00		400 00	F F A
15		43	37½c	16 12		16 12	
16		2167	40c ea	400 00		400 00	F F A
17		6500	47½c ea	1425 00			
		62	37½c	23 25		1448 25	F F A
9839	46 960	23707		5751 10		5751 10	

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight list of S. S. "NUMANTIA" CAPTAIN NEUMANN from New York, for Victoria No. 2-R

B/L No.	Shippers	Consignees	Marks
			9842
18	Neuss Hesslein & Co	A C Moreira & Co	A C M T A
19	F Rosenstern & Co	Order	Zinzenco
20	Crossman & Sielcken	Order	J R S & Co
21	Grossman & Sielcken	Order	G-400 B H A
22	American Trading Co	Manoel Evaristo Pessoa & Co	M E P & Co
23	American Trading Co	Order	V & I
24	American Trading Co	Order	R A A
			9843
25	David T Warden Agt Standard Oil Co of Brazil	Order	S O CO

9845

DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #2

B/L No.		Packages and Contents	Weight of Cargo.	Meas. of Cargo.
		Brought Forward	950 727	23 902- 4
18	1	Case tub	840	97- 8
19	1000	Bags Flour	98 900	2 166- 8
20	1500	Sacks Flour	147 000	3 250- 0
21	4	Trucks on Wheels		588- 0
	2	Cases Trucks on Wheels		1041- 6
9846	2	Cases " ")		993- 4
	7	Cases " ")		
	1	Crate " ")		
	4	Cases " ")		892- 0
	2	Bdls " ")	68 451	10- 0
22	32	Reels Barb Wire	2 360	53- 5
	23	Kegs Staples	2 449	28- 9
23	17	Kegs Staples	2 249	25- 6
24	25	Cases Turpentine	2 150	50- 0
	10	Bbls Cotton Seed Oil	4 461	119- 2
9847	20	Bbls Diesel Oil	8 730	238- 4
	5	Bbls Lub Oil)		
	5	Bbls Lub Oil)	4 317	119- 2
25	5000	Cases Ref Pet Brindilla Brand F/C	401 574	10000- 0

9848

Sheet #3

B/L No.	Freight Basis Weight	Freight Basis Measurement	Rate	Freight	Conditional Landing Charge	Total	Remarks
			Brought Forward				
	46 960	23 707		5751 10		5751 10	
18		98	34½c	33 81		33 81	
19		2 167	40c EA	400 00		400 00	F F A
20		3 250	40c EA	600 00		600 00	F F A
21		....	.....	.....		.....	9850
		L 630	10 20	415 65			
		993	11 40	283 01			
		....	.....	.....		.....	
		....	.....	.....		.....	8 heavy lifts See Sheets
		892	9 00	200 70			
			9 00	2 71		902 07	F F A
22		....	.....	.....		.....	
	4 089		10 20	21 89		21 89	
23	2 249		9 00	9 04		9 04	
24		50	74c EA	18 50			9851
		119	32½c	38 68			
		....	.....	.....		.....	
		....	.....	.....		.....	
		358	3 06 EA	91 80		148 98	
25		10 000	30c EA	1500 00		1500 00	F F A

Sheet #4.

B/L No.	Shippers	Consignees	Marks	
26	American Trading Co	Veredino De Aguiar	V	9852
			F	
			A	
	PR No 7135-Hard & Rand	Messrs Hard & Rand Co	Hard & Rand Co.	

Sheet #5

B/L No.	Packages and Contents.	Weight of Cargo	Meas. of Cargo
26	3 Cases Common Cutlery	676	
	4 Pkgs EA 3 CS Food Choppers	618	
	1 Pkg EA 3 CS Cake Makers	141	41- 8
	1 Case Paint	245	
	4 Cases Paint	743	30- 9
9854	14 Cases Hardware	2 350	15- 7
	Sheep		
PR No 7135	1 Box/Shears	37	0-11
		1 699 018	43664- 9

Sheet #6.

B/L No.	Freight Basis Weight	Freight Basis Measurement	Rate	Freight	Conditional Landing Charge	Total	Remarks
26	.....	.....	.....	.....		.....	
9855	.....	.....	.....	.....		.....	
		42	44½c	18 69			
	.....	.....	.....	.....		.....	
		31	15 00	11 63			
	2 320		17 70	18 57		48 89	
PR No 7 135		1	MIN	1 25		1 25	
	.....	.....	.....	.....		.....	
	57 043	43338		9417 03		9417 03	

9856

DEFENDANT'S EXHIBIT #24 (Contd) 9857

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "NUMANTIA" CAPTAIN NEUMANN from New York, for RIO DE JANEIRO.

B/L No.	Shippers	Consignees	Marks
1	Voorhees Rubber Mfg Co	Order	Lamport Irmao & Co
2	C. J. Ludmann	Sur Carlos Conteville C C	BRAZIL
3	United States Steel Products Co	Hime & Co	BRAZIL
4	U. S. Steel Products Co	Hime & Co	Buerque De
5	Voorhees Rubber Mfg Co	Order	Almeida & Co
6	Humphreys Homeo Med Co	De La Balze & Co	E B
7	Dr Richards Dyspepsia Tablet Association	Messrs Gianado & Co	R D T
8	Wagner Trading Co	Mr Julio Berto Cirio	Cirio

9858

9859

9860

9861 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #2

B/L No.	Packages and Contents	Weight of Cargo.	Meas. of Cargo.
1	7 Cases Pur e Gum	1 632	31-11
	Lighterage		
2	1 Box Hardware		1- 6
	2 Pkgs (5 CS) EA Hardware		
	1 Pkg (4 CS) "		
9862	1 Pkg (5 CS) "	4 790	61- 0
	Lighterage		
	"		
3	200 Kegs Staples	23 375	250- 0
	Lighterage		
4	1635 Metal Cases Iron Sheets	96 614	504- 0
	Lighterage		
5	7 Cases Leather Belt		
	10 Cases Pure Gum	4 136	128- 0
	Lighterage		
6	300 Boxes Chemical Products	16 800	525- 0
9863	Lighterage		
7	21 Bales Adv Matter	1 817	47- 4
	Lighterage		
8	2 Cases Emery Wheels	106	3- 8
	6 Cases Dental Apparatus	338	13- 6
	Lighterage		

9864

Sheet #3

B/L No.	Freight Basis Weight	Measurement	Rate	Freight.
1		32	39c	12 48
			1 80	
2		2	15 60	78
		...	.....	.....
		...	.....	.....
	4 790		15 60	33 36
			1 80	9866
			1 80	
3	23 375		6 00	62 61
			1 80	
4	94 614		8 40	354 80
			1 80	
5	.....	...	.....	.....
		128	39c	49 92
			1 80	
6		525	39c	204 75
			1 80	9867
7		47	39c	18 13
			1 80	
8	.....	4	13 20	1 32
		14	39c	5 46
			1 80	

9868

9869 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #4

B/L No	Conditional Landing Charge.	Total	Remarks
1	.....	.....	Lighterage on 32 C Ft
	1 44	13 92	at 1 80 per ton
2	.....	.....	.....
	.....	.....	
	.....	.....	
	.....	.....	Lighterage at 2 CFT at
9870	09		at 1 80 per ton
	3 86	38 09	Lighterage 4790 lbs at 1 80 per ton
3	.....	.....	Lighterage 23 375 lbs
	18 78	81 39	at 1 80 per ton
4	.....	.....	Lighterage 94 614 lbs
	76 03	430 85	at 1 80 per ton
5	.....	.....	
	5 76	55 68	Lighterage 128 C Ft at 1 80 Per ton
9871 6	.....	.....	Lighterage on 525 C Ft
	23 63	228 38	at 1 80 per ton
7	.....	.....	Lighterage 47 C Ft
	2 12	20 25	at 1 80 per ton
8	.....	.....	Lighterage 18 C Ft
	81	7 59	at 1 80 per ton

Sheet #5

B/L No.	Shippers	Consignees	Marks
9872 9	Wagner Trading Co	Order	1 2 0 7
10	Wessels Kulenkampff & Co	Order	C C & C
11	United States Steel Products Co	Order	L & C
12	Wessels Kulenkampff & Co	Order	J I C
13	Davies Turner & Co	Mr K M Welge	D T & Co
14	Hagemeyer Trading Co	Barboza Albuquerque & Co	B A & C
15	American Trading Co	Moreno & Co	Moreno
16	United States Steel Products Co	Hime & Co	BRAZIL

Sheet #6

B/L No.	Packages and Contents.	Weight of Cargo	Meas. of Cargo	
9	2 Pkgs Ea 3 Cs Writing Iink	168		
	4 Pkgs Ea 5 Cs " "	260		
	2 Pkgs Ea 4 Cs " "	160	19- 0	
	3 Cases Physical Apparatus	740	46- 3	
	1 Case Electrical Material	206		
	1 Case Physical Apparatus	28		
	1 Case Copper Goods	32	11- 1	9874
	1 Case Cards	11		
	1 Case Carboard Goods	22	1- 1	
	1 Case Hardware	205	6- 0	
	Lighterage			
10	230 Pcs Rough White Pine Lumber Super. Feet 17 640	38000	1675- 8	
11	500 Boxes Tin Plate	115252	600- 0	
12	104 Bags Shoe Shanks	8616	416- 0	
	4 Bbls Channel Cement	1447	47- 8	
	Lighterage			9875
13	1 Case Photo Goods	58	1- 8	
	1 Pkg Books	48	1- 6	
	1 Case Photo Goods	117	3- 6	
	Lighterage			
14	2500 Sacks Flour	242500	5416- 8	
15	4 Bales Sand Paper	1179	26- 7	
	Lighterage			
16	5000 Reels Barb Wire	340500	6116- 8	
	100 Cases Staples	12800	183- 4	
		909957	16138- 7	9876

9877 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #7

B/L No.	Freight Basis Weight	Measurement	Rate	Freight
9	.....	.....	.....	.....
	.....	.....	.....	.....
		19	33c	627
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
9878	.....	.....	.....	.....
	.....	.....	.....	.....
		58	39c	22 62
		6	15 60	2 34
			1 80	
10		1676	18 00	
			Per M	317 52
11	115 252		7 20	370 45
12		416	39c	162 24
9879		48	43c	20 64
			1 80	
13	.....	.....	.....	.....
	.....	.....	.....	.....
		7	MIN	5 00
			1 80	
14		5417	40c ea	1000 00
15		27	36c	9 72
			1 80	
16	.....	.....	.....	.....
9880	353 300		6 00	946 34
	591 331	8426		3606 75

DEFENDANT'S EXHIBIT #24 (Contd) 9881
Sheet #8

B/L No.	Conditional Landing Charge.	Total	Remarks
9	.....	.....	.....
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	9882
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	Lighterage 83 GFT
	3 74	3497	at 1 80 per ton
10	.....	.....	
	.....	317 52	F F A
11	.....	370 45	F F A
12	.....	.....	
	.....	.....	Lighterage 464 C Ft 9883
	20 88	203 76	at 1 80 per ton
13	.....	.....	
	.....	.....	
	.....	.....	Lighterage 7 C Ft at
	32	5 32	1 80 per ton
14		1000 00	F F A
15	.....	.....	
	1 22	10 94	
16	.....	.....	
		946 34	F F A 9884
	158 68	3765 43	

9885

DEFENDANT'S EXHIBIT #24 (Contd)

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "NUMANTIA" CAPTAIN NEUMANN from New York, for RIO DE JANEIRO No. 2-R

9886

B/L No.	Shippers	Consignees	Marks
17	Harlan & Hollingsworth Crop	E De F Oeste de Minas	E EO M
18	Singer Mfg Co	Order	(S S M Co)
19	S E Heymann & Co	Order	S L & C
20	S E Heymann & Co	Order	Moreno
21	S E Heymann & Co	Order	P L
22	Hagemeyer Trading Co	Order	W E E
23	American Trading Co	Pestana Da Silva	P S
24	Rio de Janeiro Tramway Light & Power Co Ltd	Compania Ferro Carril do Jardin Botanico	(J B)

9887

9888

DEFENDANT'S EXHIBIT #24 (Contd) 9889

Sheet #2.

B/L No.	Packages and Contents	Weight of Cargo.	Meas. of Cargo.
	Brought Forward	909 957	16138- 7
17	24 Truck frames less wheels and axles	.....	.....
	2 Boxes Journal Bearing	67 200	3216- 0
	1 Box Truck Connecting Rods	1 956	20- 0
	Lighterage "		9890
18	146 Cases Sewing Machines	17 254	
	52 Crates " "	6 288	1306- 6
	Lighterage		
19	40 Bbls Lub Oil	16 995	476- 8
	10 Bbls Lub Oil	4 180	119- 2
	Lighterage		
20	25 Bbls Lub Oil	10 444	297-11
	Lighterage		
21	19 Bbls Lub Oil	7 718	226- 5
	Lighterage		
22	2 Cases Folding Organs	130	9- 6 9891
	2 Cases Communion Service	160	13- 1
	Lighterage		
23	25 Cases Turpentine	2 150	50- 0
	Lighterage		
24	15 Cases Car Parts	3 300	124- 6
	2 Cases Car Parts	930	15- 8
	59 Cases Electric Machinery)	76 569)	1166- 8
	)	15 344)	
	32 Pieces Car Trucks)		
	16 Crates car Axles)	104 000	5226- 8 9892
	2 Cases Car Parts)	24 760	108- 3

9893 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #3.

B/L No.		Freight Basis Weight	Measurement	Rate	Freight
	Brt. Fwd.	591 331	8426		3606 75
17		.....	....		.....
		.....	3216	7 20	578 88
		1 950		7 20	6 27
				1 80	
				1 80	
9894 18		.....	....		.....
			1307	18c	235 26
				1 80	
19		.....	....		.....
			596	1 98	99 00
				1 80	
20			298	2 52EA	63 00
				1 80	
21			226	2 52EA	47 88
				1 80	
9895 22		.....	....		.....
			23	39c	8 97
				1 80	
23			50	65c EA	16 25
				1 80	
24		.....	....	.....	.....
		.....	....	.....	.....
		.....	....	.....	.....
		.....	....	.....	.....
			5801	7 20	1044 18
				7 20	325 70
9896		.....	....	.....	.....

DEFENDANT'S EXHIBIT #24 (Contd) 9897

Sheet #4.

/L o.	Conditional landing Charge.	Total	Remarks	
Brt. Fwd.	158 68	3765 43		
7	.....	.....		
	.....	.....		
	.....	.....	Lighterage on 3216 CFT	
	144 72		at 1 80 per ton	
	1 57	731 44	Lighterage on 1950 lbs at 1 80 per ton	9898
8	.....	.....	Lighterage on 1307 CFT	
	58 81	294 07	at 1 80 per ton	
0	.....	.....	Lighterage on 596 CFT	
	26 82	125 82	at 1 80 per ton	
0	.....	.....	Lighterage 298 C Ft	
	13 41	76 41	at 1 80 per ton	
1	.....	.....	Lighterage on 226 C Ft	
	10 17	58 05	at 1 80 per ton	
2	.....	.....	Lighterage 23 C Ft	9899
	1 04	10 01	at 1 80 per ton	
3	.....	.....	Lighterage on 50 C Ft	
	2 25	18 50	at 1 80 per ton	
4	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
		1369 88	F F A	9900

Sheet #5.

/L o.	Shippers	Consignees	Marks
	W J Kingsland Inc	Order	S C C
5	American Trading Co	Veiga & Irmao	S C & Co
	American Trading Co	Order	S C & Co

B/L Continued

9901 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #6

	B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
	25	1 Case Auto	5 142	448- 7
		1 Case Auto	6 855	582- 7
	26	1 Case Electrical Goods	168	3- 7
		Lighterage		
	27	1 Case Motor Parts	178	3- 6
		20 Cases Petroleum Jelly	3 140	83- 4
9902		6 Bdls Hole Diggers	360	29- 6
		3 Cases Soap	238	5- 9
		1 Crt Electrical Goods)		35- 4
		3 Cases " ")		22- 4
		3 Cases " ")	2 056	12- 8
		2 Cases Auto Supplies	994	21- 6
		1 Case Repair Kits	333	14-11
		1 Coil Electrical Goods	96	1- 5
		2 Crates Trucks	900	23- 4
		80 Crates Handles	6 150	237- 6
9903		3 Cases Paints	493	15- 0
		4 Cases Hammers	601	15- 8
		1 Case Drills)	148	6- 5
		1 Case Drills)	110	1- 8
		1 Case Saws)		
		1 Case Saws) 1 301 661 lbs	109	5- 5
		1 Bdl Tongs) 30 610-1 Ft		
		1 Case Tongs)	152	2- 3
		1 Case Pipe Cutters	103	1- 9
		2 Cases Wrenches)		
9904		2 Cases Wrenches)	264	3- 6
		1 Case Wrenches)		
		1 Case Wrenches)	870	15- 4
		1 Case Carpenters Tools	64	1- 1
		11 Cases Hardware	2 808	66- 8

DEFENDANT'S EXHIBIT #24 (Contd) 9905

Sheet #7

B/L No.	Freight Basis Weight	Measurement	Rate	Freight	
25		449	29c	130 21	
		583	33c	192 39	
26		4	MIN	5 00	
			1 80		
27	.....	.....	.....	.....	
	.....	.....		.....	9906
	.....	.....		.....	
	.....	.....	.....	.....	
	.....	.....		.....	
	.....	.....		.....	
	.....	.....		.....	
	.....	.....		.....	
		229	39c	89 31	
		1	78c	75	
		23	31c	7 13	
		238	33c	78 54	
		15	13 20	4 95	9907
		16	14 40	5 76	
	.....	.....		.....	
	.....	.....		.....	
	.....	.....		.....	
	.....	.....		.....	
	.....	.....		.....	
	.....	.....	.....	.....	
		97	15 60	37 83	
	526		15 60	3 66	
	-----	-----		-----	9908
	695136	21 598		6587 67	

9909 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #8.

B/L No.	Conditional Landing Charge.	Total	Remarks
25	..	.....	2 Heavy Lifts See Sheets
		322 60	F F A
26	..	.....	Lighterage on 4 C Ft
	18	5 18	at 1 80 per ton
9910 27			
	417 65	6777 39	

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

9911 Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "NUMANTIA" Captain NEUMANN from NEW YORK, for RIODE JANEIRO No 3-R

B/L No.	Shippers	Consignees	Marks
	B/1 27 Continued		
28	Rio de Janeiro Tramway Light & Power Co Ltd	Rio de Janeiro Tramway Light & Power Co Ltd.	R

9912

DEFENDANT'S EXHIBIT #24 (Contd) 9913

Sheet #2

B/L No.		Packages and Contents	Weight of Cargo	Meas of Cargo	
		Brought forward—	1 301 661	30610- 1	
27	200	Cases Turpentine	17 200	400- 0	
		Lighterage			
		"			
28	9	Cases oiled Clothing	1 991	93- 9	
	2	Bbls Varnish	849	23-10	
	2	Cases Glassware	338	14- 4	9914
	1	Crt Porcelain Insulator	113	3- 1	
	1	Crt Concrete Machinery Parts	1 988	230- 6	
	66	Rolls Roofing Material	4 389		
	5	Bbls Roofing Cement	2 840	164- 1	
	2	Pieces Steel Plates	1 170		
	1	Case Boiler Parts	285	52- 1	
	1	Bbl Irón Pipe Fittings	204	6- 9	
	4	Cases Steel Tubing	1 825	23- 4	
	12	Pieces Steel Struts	5 660		
	10	Pieces Steel Purlins	2 880		9915
	14	Pieces Steel Columns	13 800		
	35	Pieces Steel Chords	12 132		
	12	Crts Structural Steel	28 465		
	14	Crts Galv Corr Sheets	23 740		
	6	Crts Galv Ridge Roll & Flashing	2 240		
	2	Cases Structural Steel	440		
	2	Bbls " "	1 570	2868- 3	
	1	Case Cable Fittings	93	0-10	
	5	Cases Drilling Machy Parts	975	9- 0	
	14	Cases Drilling Machinery	5 600	81- 8	
	12	Coils Ins Copper Wire	1 181	22- 0	9916
	3	Crts Iron Pipe Fittings	618	9- 9	
	318	Pieces Iron Pipe	67 200	1050- 0	
	10	Pieces Steel R R Crossings	20 820		
	4	Pieces Steel Rails	1 400	200- 0	
	200	Bdls Rail Joints	12 083	120- 0	
	6	Kegs Track Bolts	1 023	13- 0	

2479

9917 DEFENDANT'S EXHIBIT #24 (Contd)
Sheet #3

B/L No.	Freight Basis Weight	Measurement	Rate	Freight
Brt. Fwd.	695 136	21 598		6587 67
27		400	65c Ea	130 00
			1 80	
			1 80	
28		94	69c	64 86
9918		24	43c	10 32
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
9919	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
		2761	7 20	496 98
	.....	.....	.....	.....
	.....	.....	.....	.....
9920	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	149 493		7 20	480 51

DEFENDANT'S EXHIBIT #24 (Contd) 9921
Sheet #4

B L No.	Conditional Landing Charge.	Total	Remarks.	
Brt. Fwd.	417 65	6777 39		
			Lighterage 1018 C Ft At 1 80 Per Ton	
27	.....	.....	Lighterage 622 Lbs at	
	45 81		1 80 Per Ton	9922
	50	404 24		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		9923
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		9924
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
	.....	.....		
			9 Cs Oiled Clothing on Deck	
	.....	.....		
		1052 67	F F A	

9925 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #5.

B/L No.	Shippers	Consignees	Marks
29	American Trading Co.	Order	G C & Co
Pr	7134-E B Estes & Sons	E D Adler	Mr. E D Adler

Sheet #6

9926 B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo.
29	297 Bbls Rosin	153 069	3564- 0
	5000 Cases Gasolene	390 000	10000- 0
Pr	1 Case Wood Tooth Picks	37	3- 7
		2 079 879	49 563- 1

Sheet #7

9927 B/L No.	Freight Basis Weight	Measurement	Rate	Freight
29	153 069		1 25	683 34
		10000	50c Ea	2500 00
Pr		8	MIN	2 40
	997 698	34885		10956 08

Sheet #8

9928 B/L No.	Conditional Landing Charge.	Total	Remarks
29	.....	.....	
		3183 34	F F A Gasolene On Deck
	463 96	11420 04	

DEFENDANT'S EXHIBIT #24 (Contd) 9929

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co. Agents, New York.

Manifest and freight List of S. S. "Numantia" Captain Neumann from New York, for Santos No. 1-R

B/L No.	Shippers	Consignees	Marks
1	Hagemeyer Trading Co	San Paulo Gas Co Ltd	(S P G)
2	Cowdry & Co	Jose Ribeiro Dos Santos	J R D S
3	Wagner Trading Co	Order	1207
4	Galena Signal Oil Co	Companhia Paulita de Vias Ferreas E Fluviaes	P (Schill) R
5	"	Order	M (Schill) R
6	"	Estrada de Ferro Soro Cabana	S (Schill) R
7	"	Cia E Ferro De Araraquara	Cia E F Dea Soro
8	Sorocabana Railway Co	E F Sorocabana	
9	United States Steel Products Co.	Cia Paulista de Estradas De Ferro	83 rails green on ends 111 rails white on ends Bdls dash green Paint
10	Hagemeyer Trading Co	Order	D
11	"	"	E
12	"	"	F

9930

9931

9932

9933

DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #2

B/L No.	Packages & Contents	Weight of Cargo	Meas. of Cargo
1	200 Bbls Petroleum Residuum	85 665	2383- 4
2	65 Cases Turpentine	5 720	130- 0
3	25 Cases Physical Apparatus	2 100	79- 2
4	150 Bbls Lub Oil	67 719	1787- 6
5	160 Bbls Lub Oil	72 001	1906- 8
6	20 Bbls Lub Oil	8 965	238- 4
9934 7	41 Bbls Lub Oil	18 403	488- 7
8	9 Cases Pulley Blocks	866	14- 1
	4 Crts 4 Gate Valves	5 737	116- 7
		491	23- 0
	1 Pc 22 Ft. Black W I Pipe	620	12- 6
9	.....		
	.....		
	.....		
	.....		
	94 Pieces Steel Rails		
9935	28600 Bdls Accessories	1 582 155	12678- 0
10	500 Sacks Flour	48 500	1083- 4
11	500 Sacks Flour	48 500	1083- 4
12	500 Sacks Flour	48 500	1083- 4

9936

DEFENDANT'S EXHIBIT #24 (Contd) 9937

Sheet #3

B/L No.	Freight Basis. Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
1		2383	2 40EA	480 00		480 00	
2		130	65c	42 25		42 25	
3		79	39c	30 81		30 81	
4		1788	2 16EA	324 00		324 00	
5		1907	2 16EA	345 60		345 60	
6		238	2 16EA	43 20		43 20	
7		489	2 16EA	88 56		88 56	9938
8	866		7 20	2 78			
	....			.....		.....	
	....			.....		.....	
		152	7 20	27 36		30 14	
9	....		....	.....		.....	
	....		....	.....		.....	
	....		....	.....		.....	
	....		....	.....		.....	
	....		....	.....		.....	
	1 582 155		6 60	4661 70		4661 70	9939
10		1083	40cEA	200 00		200 00	
11		1083	40c "	200 00		200 00	
12		1083	40c "	200 00		200 00	

Sheet #4.

B/L No.	Shippers	Consignees	Marks	
13	The Baldwin Loco Works	Order	C P	
14	United States Steel Products Co.	Order	B C	9940
15	The Singer Mfg Co	Order	(S S M Co)	
16	Southern Brazil Lumber & Colonization Co.	Southern Brazil Lumber & Colonization Co	S B L C	
17	Sao Paulo Tramway Light & Power Co Ltd	Sao Paulo Tramway Light & Power Co Ltd	(S P 7685)	
18	American Trading Co	V M Genin	V M G	
19	Thomsen & Co	Order	N P T L	
20	Thomsen & Co	Order	C N I	

9941 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #5

B/L No.	Packages and Contents	Weight of Cargo	Meas of Cargo
13	7 Boxes Machinery)	.....	.....
	1 Casting)	33 268	548-11
	6 Prs Wheels on Axles)	1 732	28- 8
14	17 Reels Copper Wire	4 228	60- 9
	7 Boxes " "	1 580	70- 0
15	1771 Cases Sewing Machines	232 788	.....
9942	502 Crates " "	61 741	18138- 4
16	1 Box 1 Switchboard	872	39-10
	1 Crate 1 Belt Pulley	896	35- 8
	3 Cases Saws	882	11-10
17	20 Pieces Steel Beams	24 630	333- 4
18	12 Cases Velocipedes	4 650	318- 6
19	1 Bbl Electrical Apparatus	327	6- 6
	4 Cases " "	419	13- 5
	2 Cases Copper Wire	135	8-10
20	250 Cs Turpentine	21 742	500- 0
9943		2 385 832	43222- 4

9944

DEFENDANT'S EXHIBIT #24 (Contd) 9945

Sheet #6

B/L No.	Freight Basis. Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
13		549	22c	120 78			
	1735		8 80	6 80		127 58	
14	4 228		13 20	24 91			
		70	13 20	23 10		48 01	
15	....	.....	.....	.....		.....	
		18 138	18c	3264 84		3264 84	
16	....	.....	.....	.....		.....	9946
		76	7 20	13 68			
	882		7 20	2 84		16 52	
17	24 630		8 40	92 36		92 36	
18		319	33c	105 27		105 27	
19	....	.....	.....	.....		.....	
		20	39c	7 80			
		9	15 60	3 51		11 31	
20		500	65cEA	162 50		162 50	
	1 614 493	30 096		10474 65		10 474 65	9947

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co., Agents, New York.

Manifest and Freight list of S. S. "Numantia" Captain Neumann from New York, for Santos No. 2-R.

B/L No.	Shippers	Consignees	Marks 9948
21	Sao Paulo Tramway Light & Power Co Ltd.	Sao Paulo Tramway Light & Power Co. Ltd.	S P

9949 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #2

B/L No.	Packages and Contents	Weight of Cargo	Meas of Cargo.
	Brt. Frwd.	2 385 832	43 222- 4
21	1 Case Electric Machinery	13 540	257- 6
	1 Case Electric Machinery	42 120	777- 4
	1 Case Electric Machinery	17 060	334- 5
	1 Case Electric Machinery)	15 180	223- 5
	1 Case Electric Machinery)	8 760	208- 5
9950	15 Cases Electric Machinery)		
	4 Pieces Electric Machinery)	17 700	803-10
	27 Cases Electric Material)	7 085	205-11
	1 Case " ")	27	0-10
	1 Case " ")	56	1- 3
	12 Cases " ")	1 692	68- 0
	1 Case Electric Material)	104	6- 8
	46 Cases " ")	35 444	845-10
	28 Reels Lead Covered Cable)	44 665	1498- 0
	2 Crates Lead Covered Cable)	480	
9951	5 Cases Addressograph Parts)	593	46-10
	60 Bbls Lub Oil)	11 900	715- 0
	1 Case Lamp Cord)	207	5- 8
	2 Cases Electric Material :	300	3- 9
	1 Case Tools)	14	0- 6
	1 Case Cable Fittings)	30	0-11
	1 Case Pumps)	1 905	156- 1
	9 Cases Car Parts)	13 611	681- 1
	9 Cases Car Material)	1 350	16- 6
	)	883	19- 4
9952	9 Pcs Structural Steel)	269	2- 3
	43 Cases Paint)	2 657	38- 6
	139 Rolls Roofing Material)	517	35- 4
	50 Bbls " ")	220	3- 0
	2 Kegs " ")	24 646	623- 5

Sheet #3

B/L No.		Freight Basis Weight	Measurement	Rate	Freight	
	Brt. Frwd.	1 614 493	30096		10474 65	
21			256	14 40	92 88	
			777	28 80	559 44	
			334	15 60	130 26	
		15 180		14 40	97 59	
			208	10 80	56 16	
		.....	.....	.....	.....	9954
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	9955
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	
		.....	.....	.....	.....	9956
		.....	.....	.....	.....	
		5 496		8 40	20 61	
			5485	8 40	1151 85	

B/L No.	Conditional Landing Charge	Total	Remarks
	Brt.Frwd.	10474 65	
21		.....	
		.....	
		.....	
9958		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
9959		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
9960		.....	
		.....	
		.....	
		.....	
			5 Heavy Lifts See Heavy Lift Sheet
		2108 79	

Sheet #5.

B/L No	Shippers.	Consignees	Mark
22	W J Kingsland Inc	ORDER	S C C
23	Cowdrey & Co	ORDER	A Z
24	Sao Paulo Tramway Light & Power Co. Ltd.	Sao Paulo Tramway Light & Power Co Ltd	S P
25	American Trading Co	Lion & Co	L & C.
26	Thomsen & Co	ORDER	C M I

9962

Sheet #6.

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo.
22	5 Crts Machinery	3 534	173- 1
23	200 Cases Gasoline	15 600	400- 0
24	1 Crate Cars and Material	5 750	426- 8
	2 Cases Cars and Material	17 160	1260- 6
	2 Cases " " "	15 850	1301- 4
	2 Cases " " "	15 400	1301- 4
	2 Cases " " "	17 760	1260- 6
	1 Crate " " "	6 300	578-10
	1 Crate " " "	6 300	425- 6
	1 Case " " "	11 000	668- 5
	31 Cases " " ")		
	10 Pieces " " ")	81 260	5124- 0
	4 Bdls " " ")		
	1 Case " " ")	12 440	229- 0
25	200 Bbls Rosin	11 715	2400- 0
	100 Cases Turpentine	8 800	200- 0
26	250 Bbls Rosin	127 530	3000- 0
		3 095 246	69551- 1

9963

9964

9965 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #7.

B/L No.	Freight Basis Weight	Measurement	Rate	Freight
22		173	29c	50 17
23		400	60c Ea	120 00
24	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
	.....	.....	.....	.....
9966		5551	10 80	1498 77
	.....	.....	.....	.....
		1004	9 60	240 96
		668	12 00	200 40
	.....	.....	.....	.....
		5124	8 40	1076 04
	.....	.....	.....	.....
	12 440		8 40	46 65
25	101 715		1 25	454 08
		200- 0	65c Ea	65 00
9967 26	127 530		1 20	546 56
	.....	.....		.....
	1 876 854	50278		16882 07

9968

B/L No.	Conditional Landing Charge.	Total	Remarks
22		50 17	
23		120 00	
			On Deck
24		.....	
		.....	
		.....	9970
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
			12 Heavy Lift Sheet
			H Lift Sheet
		3062 32	
25		519 08	9971
26		546 56	
		.....	
		16882 07	

9973

DEFENDANT'S EXHIBIT #24 (Contd)

Hamburg South American Steamship Company and Hamburg-American Line.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "NUMANTIA" CAPTAIN NEUMANN from New York, for Paranagua No. 1-R.

B/L No	Shippers	Consignees	Marks
9974 1	Royal Typewriter Co	Chester & Bouse	(C & B)
2	Barclay & Co	Sres Alberto Veiga & Co	(A L)
3	American Express Co	Order	F F Fontana
4	Eytinge & Co Inc	H Madureira	H Madureira ¢E Periera & Co
5	H W St John & Co	Order	Importador
6	Southern Brazil Lumber & Colonization Co	Southern Brazil Lumber & Colonization Co	S B L C H ——— B
9975 7	Markt & Schaefer Co	Order	
8	Markt & Schaefer Co	Order	W S & C B

9976

Sheet #2

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo	
1	5 Cases Typewriters	300	18- 9	
2	17 Bales Almanacs	1 071	22- 8	
	2 Cases Adv Matter	81	2- 8	
3	1 Box Auto Parts	185	7- 9	
4	2 Cases Knitting Machinery	558	26- 4	
5	2 Cases prepared colors in varnish	136	.....	9978
	46 Cases prepared colors in pil	3 913	.....	
	4 Cases Varnich	272		
	1 Case Adv Matter	69	87- 7	
6	4 Boxes Saw Mill Machinery	4400	33- 0	
	1 Box 1 Chain Wheel	214	2-11	
7	10 Cases Scales	2268	67- 8	
	1 Pkge 3 CS Tools	44		
	1 Case Hatchets	48		
	1 Case Hatchets	59		9979
	1 Case Tools	58	5- 6	
8	1 Pkg 2 crates oil stoves	24	3- 6	
	2 Cases Iron Trucks	121	2- 4	
	1 Case revolvers Value $126	41	1-11	
	1 Bbl Hardware)	237		
	1 Case Tools)	62		
	1 Case Tools)	61		
	4 Cases Scales)	794		
	1 Case Tools)	78		
	3 Cases Hardware)	132	38- 4	9980
	1 Case Hardware)	193		
	1 Crate Hardware)	123		
	1 Bbl ")	332	14- 4	
	4 Cases ")	264	0- 4	
	3 Pkgs ")	262		
	1 Case Tools)	230		

9981 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #3.

B/L No.	Freight Basis. Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
1		19	39c	7 41		7 41	
2		25	39c	9 75		9 75	
3		8	MIN	5 00		5 00	
4		26	35c	9 10		9 10	
5		..		.....		.....	
		..		.....		.....	
9982		..		.....		.....	
		88	39c	34 32		34 32	
6		33	24½c	8 08			
	214		49c	1 05		9 13	
7	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
		73	39c	28 47		28 47	
8	...	..		.....		.....	
9983		6	27½c	1 65			
			2%	5 52			
	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
	...	..		.....		.....	
9984	27		78c	21			
	...	..		.....		.....	
		77	39c	30 03		34 41	

DEFENDANT'S EXHIBIT #24 (Contd) 9985

Sheet #4

B/L No.	Shippers	Consignees	Marks
9	Markt & Schaefer Co	Alberto Veiga & Irmao	A V & I B
10	American Trading Co	Villar Ferreira & Cia	VILLAR
11	Neuss Hesslein & Co	Schmidlin & Tamm	F W L
12	General Electric Co	Camara Municipal De	C M A 9986
13	22727 Clark Bros Co	Antonina Order	U IN RED Guilherma Xavier De Miranda

9987

9988

9989 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #5

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
9	3 Cases Iron Tacks	179	3-10
	3 Cases Meat Choppers	132	2-11
	1 Case Iron Ware	63	6- 9
	2 Bbls Fry Pans	473	18- 4
	1 Case Oats	85	2- 1
	2 Cases Corking Machines	152	5- 4
9990	3 Crates Forges	516	
	1 Crt "	176	
	1 Case Tools	70	12- 6
	1 Case Tools	123	3- 8
10	25 Cases Cotton Seed Oil	2 075	50- 0
11	1 Case Auger Bits	133	3- 3
	6 Bbls Cow Bells	894	35- 0
	4 Cases Cartridges	716	6- 0
	9 Cases Cartridges	603	5- 0
12	16 Cases Elec Supplies	2 157	
9991	2 Crates " "	330	149- 3
13	94 Bbls Fire Bricks & Clay	43 434	621-10
	1 Case Saws)		19- 9
	1 Case Saws)	580	3- 0
	1 Pc Boiler	21500	1266- 1
	1 Case Machinery	7350	251-11
	1 Case Machinery	7200	176-10
	65 Pkgs Machinery	38165	487- 1
		58262	1662- 0
9992		201998	5128- 0

DEFENDANT'S EXHIBIT #24 (Contd) 9993

Sheet #6

B/L No.	Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
9	.....	....		.....		.....	
	.....	....		.....		.....	
	.....	....		.....		.....	
		32	27½c	8 80		.....	
	.....	....		.....		.....	
		7	35c	2 45			
	.....	....		.....		.....	9994
	.....	....		.....		.....	
	.....	....		.....		.....	
		16	39c	6 24		17 49	
10		50	35cEA	17 50		17 50	
11	.....	....		.....		.....	
		38	39c	14 82			
	.....	....		.....		.....	
	1 319		2 06	27 17		41 99	
12	.....	....		.....		.....	
		149	39c	58 11		58 11	9995
13	43 434		55c	238 89			
		20	39c	7 80			
	225		78c	1 76			
		1266	83c	1050 78			
	.....	....		.....		.....	
		429	47c	201 63			
	38 165		70c	267 16			3 heavy
		1662	35c	581 70		2349 72	lifts see
							heavy lift
	83 384	4024		2622 40		2622 40	sheet 9996

9997

DEFENDANT'S EXHIBIT #24 (Contd)

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and Freight List of S. S. "NUMANTIA" Captain NEUMANN from New York, for Paranagua No 2-R

9998

B/L No.	Shippers	Consignees	Marks
14	Vacuum Oil Co	Alberto Veiga & Irmao	(V & I)
15	David T Warden Agt Standard Oil Co of Brazil	Order	O S CO
16	Hesse Newman & Co	Srs Elysio Pereira & Cia	C M
17	Parana Railway Co	E F Parana	E F Parana
18	Crossman & Sielcken	Order	H & W 51136
19	Sao Paulo & Rio Grande Railway Co	E F Sao Paulo & Rio Grande	EFSPRG

9999

20	South American Shipping Co	Order	E R & C
21	United States Steel Products Co	Camara Municipal De Paranagua	C M P Paranagua

10000

DEFENDANT'S EXHIBIT #24 (Contd) 10001

Sheet #2

B/L No.	Packages and Contents	Weight of Cargo.	Meas of Cargo.	
	Brought Forward	201 998	5128- 0	
14	25 Cases Lub Oil	2 328	50- 0	
15	15000 Cs Ref Pet Brindilla Brand	1 204 724	30000- 0	
16	10 Cases Safety Cartridges	1 040	8- 0	
	6 Cases Carbines	552	20- 6	10002
17	1 Box 1 set boiler tube ferrules	28	9- 9	
	37 Bdls 1 set boiler tubes	5 282	72- 0	
	908 Pkgs 50 dump cars & extra parts	135539 713054	1164- 8 22654- 4	
18	3 Cases files	456	4- 9	
19	1 Box loco repair parts)	2130	159- 6	
	16 Pieces 16 tender drawheads)	3616		
	16 Pieces 16 engine drawheads)	2320		
	32 Pcs 32 Auto Couplers)	7520	112- 0	
	24 Pcs 24 Loco Tires)	13443	120- 6	10003
20	25 Bbls Rosin	12825	300- 0	
21	6 Crates Pipe Fittings		234- 7	
	2 Bbls Pipe Fittings	.....	.....	
	53 Boxes " "	19110	129-11	
	501 Bdls Galv Iron	71459	396- 0	
	30 Bdls Iron Angles	3334	18- 0	
	1254 Pieces Galv Pipe)	.....	.....	
	115 Bdls Galv Pipe)	114300	1100- 0	
	974 Pieces Galv Pipe)	90186	3350-10	
		2 605 244	65033- 4	10004

10005 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #3.

	B/L No	Freight Basis. Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
	Brt. Fwd.							
	14	83 384	4024		2622 40		2622 40	
	14		50	36c	18 00		18 00	
	15		30000	40cEA	6000 00		6000 00	
	16	1 040		2 06	21 42			
			21	39c	8 19		29 61	
10006	17		10	24½c	2 45			
		5 282		49c	25 88			
		135 539		41c	555 71			
			22654	20½c	4644 07		5228 11	
	18		5	MIN	5 00		5 00	
	19		160	24½c	39 20			
		.....	.....	.....	.....		.....	
		.....	.....	.....	.....		.....	
		.....	.....	.....	.....		.....	
		23 283		49c	114 09		153 29	
10007	20	12 825		1 80	82 44		82 44	
	21		235	9 80	57 58			
		.....	.....	.....	.....		.....	
		9 529		9 80	41 69			
		.....	.....	.....	.....		.....	
		74 793		7 80	260 44			
		.....	.....	.....	.....		.....	
		44 084		10 80	212 55			
		160 402		10 20	730 40		1302 66	
10008		550 161	57 159		15441 51		15441 51	

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil

Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "Numantia" Captain Neumann from New York for Rio Grande do Sul

B/L No.	Shippers	Consignees	Marks
1	The Hammond Typewriter Co	Order	L & Co
2	United Carbide Sales Co	Order	C L
3	D C Andrews & Co	Order	J C D Almeida & Co
4	The Ansonia Clock Co	Order	J M
5	Nelson Bros Co	Order	L S & Co
6	Cowdrey & Co	A Silva & Irmao	A G S B A G E
7	United States Steel Products Co	Order	C D C R G
8	D C Andrews & Co	Order	J C D Almeida Y Cia
9	F. Rosenstern & Co	Order	M R
10	Galena-Signal Oil Co	Cie Auxiliaire De Chemin De Fer Au Bresil	Cie A De C De F B
11	American Trading Co	Enpreza Constructora Sul Rio Grandense	E C S R
12	The Singer Mfg Co	Order	S S M Co

10010

10011

10012

10013 DEFENDANT'S EXHIBIT #24 (Contd)

Page #2.

B/L No.	Packages and contents	Weight of Cargo	Meas. of Cargo.
1	2 Cases Typewriters	80	4-10
2	100 Drums Carbide of Calcium	12 700	266- 8
3	4 Cases Shoes	551	39- 3
4	7 Boxes Clocks	981	48- 5
5	1 Case Engine	430	16- 3
6	2 Cases Empty Shells	241	12- 2
10014	1 Case Gun Implements	40	3- 0
	6 Cases Cartridges	427	4- 6
7	200 Boxes Metal Boxes Tin Plate	44 452	150- 0
8	1 Case Shoes	478	35-11
9	1 Case Carts	1 049	92- 5
10	230 Bbls Lub Oil	103 316	2740-10
11	1 Case Furnace	336	
	1 Pc Furnace	766	28- 0
12	4 Pkgs 8CS Sewing Machines	440	
	202 Cases " "	22 666	
10015	76 Crates " "	9 192	1732- 4

Sheet #3.

B/L No.	*Freight Basis* Weight	Measurement	Rate	Freight
1		5	Min	5 00
2		267	21c	56 07
3		39	42c	16 38
4		48	42c	20 16
5		16	38c	6 08
6		12	49c	5 88
10016		3	42c	1 26
	427		2 06	8 80
7	44 452		8 40	166 69
8		36	42c	15 12
9		92	32c	29 44
10		2741	4 10 Ea	943 00
11		28	32c	8 96
12	.....	....	.....	.....
	.....	....	.....	.....
		1732	29c	502 28

Sheet#4

B/L No.	Conditional Landing Charge.	Total	Remarks
1		5 00	
2		56 07	F F A
3		16 38	
4		20 16	
5		6 08	
6		.....	10018
		.....	
		15 94	
7		166 69	
8		15 12	
9		29 44	
10		943 00	
11		8 96	
12		.....	
		.....	
		502 28	10019

Sheet #5.

B/L No.	Shippers	Consignees	Marks	
13	Thomsen & Co	Thomsen & Co	T & C	
14	Thomsen & Co	Thomsen & Co	T & Co	
15	David T Warden Agt Standard Oil Co of Brazil	Order	O S Co	
16	Cowdrey & Co	Order	G C	10020

10021 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #6.

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
13	1 Case Disinfectant	95	1-10
	1 Case Electrical Material	7	0- 3
	1 Case Plow Parts	106	2- 1
	2 Pkgs Brooms	271	32- 0
	3 Crates Shearing Machines	600	21-11
14	30 Bbls Lub Oil	13 312	357- 6
10022	70 Bbls " "	30 949	834- 2
	90 Cases " "	8 495	201- 8
	310 Cases " "	29 094	645- 0
	275 Cases " "	27 426	550- 0
15	20000 Cases Ref Pet Brindilla Brand	1 606 297	40000- 0
16	1 Case Electrical Goods	136	6- 7
	2 Bdls Cars	96	5- 0
	1 Case Empty Shells	137	6- 7
	1 Case "Fibre" Cs Onion Salt	48	1- 5
10023	4 Cases Canned Shrimp	104	
	1 Case canned Pears	65	
	1 Case Canned Peaches	65	
	1 Case Canned Apricots	65	7- 7
	1 Case Primers Empty Shells & Wads	51	2- 0
	1 Case Empty Shells & Primers	53	1- 4
	2 Case Cartridges	157	1- 3
	3 Cases Cartridges	298	3- 1
		1 916 082	47855-10

10024

DEFENDANTS EXHIBIT #24 (Contd) 10025

Sheet #7.

B/L No.	*Freight Basis* Weight	Measurement	Rate	Freight	
		.....	.....	.....	
13		2	42c	84	
		.....	.....	.....	
		34	32c	10 88	
		22	38c	8 36	
14		.....	.....	.....	
		1192	4 10 ea	410 00	10026
		.....	.....	.....	
		.....	.....	.....	
		1397	34c	474 98	
15		40000	34c	6800 00	
16		7	42c	2 94	
		5	32c	1 60	
		7	49c	3 43	
		.....	.....	.....	
		.....	.....	.....	
		.....	.....	.....	10027
		.....	.....	.....	
		9	38c	3 42	
		.....	.....	.....	
		3	1 41	4 23	
		.....	.....	.....	
	455		2 06	9 37	
	45 334	47697		9515 17	

10028

10029 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #8

	B/L No.	Conditional Landing Charge	Total	Remarks
	13		.....	
			.....	
			.....	
			.....	
			20 08	
10030	14		.....	
			.....	
			.....	
			.....	
			884 98	
	15		6800 00	F F A
	16		.....	
			.....	
			.....	
			.....	
10031			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			24 99	
			.....	
			9515 17	

10032

DEFENDANT'S EXHIBIT #24 (Contd) 10033

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "NUMANTIA" CAPTAIN NEUMANN from New York for RIO GRANDE DO SUL. No. 2-R.

B/L No.	Shippers	Consignees	Marks 10034
17	Crossman & Sieleken	Order	R C R J M
PR	7133/Carr & Tyler	Joaquin Marti	(CH)
PR	7136/Davies Turner & Co	Davies Turner & Co	D T Co
PR	7137/American Trading Co	Damiani & Irmao	D & I

10035

10036

10037 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #2.

	B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
		Brought Forward	1 916 082	47855-10
	17	200 Cases turpentine	17 600	400- 0
		2 Cases Carts	1 538	125-11
		2 Crates sanitary goods	.....	.....
		1 Box " "	.....	.....
		3 Crates " "	233	15-10
10038		1 Coil rope	86	2- 6
		1 Box Hand cleaner	15	0-11
		1 Case Carts)	618	67- 6
		1 Bdl ")		
		1 Crate Water Heater	50	4- 8
		2 Pkgs (4CSEA) clothes pins	196	8- 0
		1 Case Spray Pumps	270	9- 6
		5 Cases seeders	274	18- 4
		5 Bbls small machinery	1 125	32- 6
		1 Box hose fittings	25	0- 6
10039		1 Case screw drivers	84	2- 3
		1 Case bits	86	1- 9
		1 Case marine hardware	9	0- 5
		1 Case anchor lights	170	53- 8
		1 Case marine hardware	24	0-11
		1 Case revolvers (Strapped & sealed) Values $529 00	126	4-11
		3 Cases files	560	5- 3
		1 Bbl Hinges	522	6- 6
		28 Cases cartridges	2 673	23- 0
10040		4 Cases "	326	3- 0
	PR 7133	1 Case tile moulds	70	2- 9
	PR 7136	1 Case Auto parts	53	1- 6
	PR 7137	2 Pkgs EA 5 CS CD Shrimp	225	8- 8
			1 943 070	48656- 7

DEFENDANT'S EXHIBIT #24 (Contd) 10041

Sheet #3.

B/L No.	Freight Basis. Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
Brt. Frd. 17	45 334	47 697 400	81cEA	9515 17 162 00		9515 17	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	10042
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
		225	32c	72 00			
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
		61	38c	23 18			10043
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
		24	42c	10 08			
			2%	10 58			
	.....	.....		.....		.....	
	1 082		84c	9 08			
	.....	.....		.....		.....	
	2 999		2 06	61 78		348 70	10044
PR 7133		3	MIN	1 80		1 80	
PR 7136		2	MIN	1 25		1 25	
PR 7137		9	MIN	6 75		6 75	
	49 415	48421		9873 67		6973 67	

10045 DEFENDANT'S EXHIBIT #24 (Contd)

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "NUMANTIA" CAPTAIN NEUMANN from New York, for PELOTAS via RIO GRANDE DO SUL.

	B/L No.	Shippers	Consignees	Marks
10046	1	Chas E Miller	Chas E Miller	C E M) (J F L)
	2	D C Andrews & Co	Raphael Mazza	R M
	3	The Ansonia Clock Co	Henrique Krentel	H K
	4	Davies Turner & Co	Jose Teixerados	Jose Teizerados Reis
10047	5	G Amsinck & Co	Tollens & Costa	T & C
	6	G Amsinck & Co	Vinva F Behrensdorf & Ca	F B
	7	Gerstendorfer Bros	Srs Vianna & Cia	V & C
	8	Thomsen & Co	Joao Teixerira	Teixeria
	9	Crossman & Sielcken	Order	R C R

10048

DEFENDANT'S EXHIBIT #24 (Contd) 10049

Sheet #2.

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo	
1	1 Case Motor boat accessories	176	12- 8	
2	2 Cases table and glassware	275	17- 7	
3	20 Boxes clocks	1 806	129- 2	
4	4 Cases soap and notions	613	18- 6	
5	14 Cases metallic cartridges	919	7- 0	
6	10 Cases hatchets	550	15-10	
	10 Bbls Lub Oil	4 470	119- 2	10050
	10 Cases axle grease	726	18- 4	
7	4 Cases paint	777	24- 0	
8	3 Cases bit braces	357	12- 7	
	1 Case rifles	884	3-10	
	1 Case porous plasters	40	1-11	
	2 Cases saws	258	10-10	
	24 Cases axes	1 321		
	2 Cases hatchets	103	16- 8	
	1 Case cartridges	117		
	1 Case cartridges	77	1- 8	10051
	11 Cases cartridges	904	9- 0	
	3 Cases cartridges	196	1-11	
	9 Cases plow parts	2 419	31-11	
9	1 Bbl fuel oil	437	11-11	
	4 Cases rice thresher repair parts	1665	83- 3	
	3 Cases " "	393	11- 0	
	1 Case " "	112	4- 8	

10052

10053 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #3.

B/L No.	Freight Basis Weight	Measurement	Rate	Freight	Conditional Landing Charge	Total	Remarks
1		13	51c	6 63		6 63	
2		18	51c	9 18		9 18	
3		129	51c	65 79		65 79	
4		19	51c	9 69		9 69	
5	919		3 06	28 12		28 12	
10054 6		16	51c	8 16			
		119	5 20EA	52 00			
		18	43c	7 74		67 90	
7		24	51c	12 24		12 24	
8	.....	...		.....		....	
	.....	...		.....		.....	
	.....	...		.....		.....	
		29	51c	14 79			
	.....	...		.....		.....	
	1 424		1 02	14 52			
10055	.....	...		.....		.....	
	.....	...		.....		.....	
	1 294	...	3 06	39 60		.....	
	2 419		76c	18 38		87 29	
9		12	5 20EA	5 20			
	.....	...		.....		.....	
	.....	...		.....		.....	
		99	47c	46 53		51 73	

Sheet #4

10056 B/L No.	Shippers	Consignees	Marks
10	The W H Mullins Co	Order	I M
11	American Trading Co	Augusto Lopes de Fiqueiredo	A L F
12	American Trading Co	Leite Nunes Irmao	L N & Co

DEFENDANT'S EXHIBIT #24 (Contd) 10057

Sheet #5

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
10	1 Crt metal launch & fittings	3 360	816- 7
11	100 Bbls rosin	50480	1200- 0
12	100 Bbls Rosin	51155	1200- 0
		123790	3780- 0

10058

Sheet #6.

B/L No.	Freight Basis. Weight	Measurement	Rate	Freight	Conditional Charge. Landing	Total	Remarks
10		817	47c	383 99		383 99	
11	50 480		1 60	288 46		288 46	
12	51 155		1 60	292 31		292 31	
	107 691	1313		1303 33		1303 33	

10059

10060

10061

DEFENDANT'S EXHIBIT #24 (Contd)

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "NUMANTIA" Captain NEUMANN from New York, for PORTO ALEGRE VIA RIO GRANDE DO SUL.

	B/L No.	Shippers	Consignees	Marks
10062	1	Davies Turner & Co	Order	Z C R
	2	Union Carbides Sales Co	Order	G W
	3	—"—	—"—	R R R R
	4	D C Andrews & Co	Order	Rocco Medaglia
	5	The Ansonia Clock Co	Jaoa Pereira Da Costa	J P Da C
	6	The Ansonia Clock Co	Order	E J
	7	William E Peck & Co	Buchmann & Cia	B
10063	8	Cowdrey & Co	Adolf Dorken	A D
	9	Cowdrey & Co	Joao Bergman	Bergman
	10	Cowdrey & Co	Tonding & Co	T & C
	11	U S Steel Products Co	Order	A C & Co
	12	—"—	—"—	9 8 4
	13	F Rosenstern & Co	Carlos Zuckermann	C Z

10064

Sheet #2.

B/L No	Packages and Contents	Weight of Cargo	Meas. of Cargo	
1	1 Case Hats	150	6- 0	
2	50 Small Drums Carb of Calcium	12600	264- 7	
3	160 Small Drums Carb of Calcium	.....	.....	
	40 Large —"—	30 320	636- 8	
4	9 Cases Shoes	2 491	185- 0	
5	7 Boxes Clocks	.....	.....	
	4 Pkgs of 18 Bxs Clocks	1 129	77- 7	10066
6	25 Boxes Clocks	2 341	194-10	
7	1 Case Guns	89	3-10	
	4 Cases Safety Cartridges	314	3- 0	
8	10 Cases Cartridges	872	8- 0	
	16 Cases "	1 154	11- 0	
9	10 Cases Cartridges	618	6- 0	
	1 Case Primers	36	0- 9	
10	4 Cases Cartridges	217	2- 0	
	25 Cases Turpentine	2 140	50- 0	
	15 Barrels Lubricating Oil	6 672	178- 9	10067
11	120 Skel Cs Galv Corr Iron	31 936	280- 0	
12	400 Boxes Tin Plate	48 109	264- 0	
13	4 Cases Screws	1 086	14- 5	

10069

DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #3

B/L No.	Freight Basis Weight	Measurement	Rate	Freight
1		6	Min	5 50
2		265	33c	87 45
3	.....	...	.....	.....
		637	33c	210 21
4		185	54c	99 90
5	.....	...	.....	.....
10070		78	54c	42 12
6		195	54c	105 30
7		4	54c	2 16
	314		3 06	9 61
8	.....	...	.....	.....
	2 026		3 06	62 00
9	618		3 06	18 91
		1	2 07	2 07
10	217		3 06	6 64
		50	1 06	26 50
10071		179	5 55 ea	83 25
11	31 936		13 20	188 19
12	48 109		13 20	283 51
13	1 086		88c	9 56

10072

DEFENDANT'S EXHIBIT #24 (Contd) 10073

Sheet #4

B/L No.	Conditional Landing Charge	Total	Remarks
1		5 50	
2		87 45	
3		.....	
		210 21	
4		99 90	
5		.....	10074
		42 12	
6		105 30	
7		.....	
		11 77	
8		.....	
		62 00	
9		.....	
		20 98	
10		.....	
		.....	
		116 39	10075
11		188 19	
12		283 51	
13		9 56	

Sheet #5.

B/L No.	Shippers	Consignees	Marks
14	R & A Jacobi	Buchmann & Co	B
15	Guinle & Co	Order	L M 10076
16	United States Steel Prod Co	Order	9 8 7
17	Neuss Hesslein & Co	Mr. Jorge Bercht	860
18	Charles Broadway Rouss	Giovanni Celhia	Giovanni Celia
19	Neuss Hesslein & Co	Corpo De Bombeiros	C B
20	Singer Mfg Co	Order	S S M Co
21	Markt & Schaefer Co	Santos Rocha & Co	R R) (R R
22	Crossman & Sielcken	Order	C M 55146

10077 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #6.

B/L No.		Packages and Contents	Weight of Cargo	Meas. of Cargo
14	1	Case Water Filters	14	0- 7
	1	Case Auger Bits	98	2- 2
	2	Cases Clocks	161	15- 2
	5	Cases Refrigerators	565	45- 9
	10	Kegs Fence Staples	1 065	12- 6
	20	Kegs " "	2 130	25- 0
10078 15	85	Cases Prepared Paints	5 097	77- 9
			2 839	67- 2
16	500	Boxes Tin Plate	60 110	360- 0
17	1	Bale Cotton Domestics	535	14- 2
	1	Bale " "	487	
	1	Bale " "	357	29- 3
18	1	Case Cotton Skirts & Curtains	151	11- 9
19	1	Crt Machinery	400	59- 1
	1	Case Bicarbonate of Soda	75	1- 4
	1	Case Sulphuric Acid	50	1- 6
10079 20	8	Pkgs (16 cs) Sewing Machines	880	
	303	Cases " "	33 384	
	116	Crates " "	14 027	2557- 4
21	2	Cases Cartridges	208	1- 8
	1	Case Paint	55	2- 4
	20	Cases Lub Oil		
	10	Cases Lub Oil	2 712	55- 0
22	5	Bales Agricultural Duck	783	27- 1
			268 457	5553- 0

10080

DEFENDANT'S EXHIBIT #24 (Contd) 10081

Sheet #7.

B/L No.	Freight Basis Weight	Measurement	Rate	Freight	
14	.....	....	.....	.....	
	.....	....	.....	.....	
		8	54c	9 72	
		46	44c	20 24	
	.....	....	.....	.....	
	3 195		88c	28 12	
15	5 079		1 08	55 05	10082
		67	54c	36 18	
16	60 110		13 20	354 22	
17	.....	....	.....	.....	
	.....	....	.....	.....	
		43	54c	23 22	
18		12	54c	6 48	
19		59	50c	29 50	
		1	54c	54	
		2	1 17	2 34	
20	.....	....	.....	.....	10083
	.....	....	.....	.....	
		25 57	41c	1048 37	
21	208		3 06	6 36	
		2	54c	1 08	
	.....	....	.....	.....	
		55	46c	25 30	
22		27	54c	14 58	
	.....			.....	
	152 916	4489		2904 18	

10084

10085 DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #8.

B/L No.	Conditional Landing Charge	Total	Remarks
14		.....	
		.....	
		.....	
		.....	
		.....	
10086		58 08	
15		.....	
		91 23	
16		354 22	
17		.....	
		.....	
		23 22	
18		6 48	
19		.....	
		.....	Case No 1577 on deck
10087		32 38	at Shippers risk
20		.....	
		.....	
		1048 37	
21		.....	
		.....	
		.....	
		32 74	
22		14 58	
		2904 18	

10088

DEFENDANT'S EXHIBIT #24 (Contd) 10089

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "Numantia" Captain Neumann from New York for Porto Alegre via Rio Grande do Sul.

B/L No.	Shippers	Consignees	Marks	10090
23	Crossman & Sielcken	Order	F K	
24	Guinle & Co	Order	I M C	
25	Thomsen & Co	Allianca Do Sul	Allianca	
26	Crossman & Sielcken	Bromberg & Co	E B R	

10091

10092

10093 DEFENDANT'S EXHIBIT #24 (Contd)
Sheet #2.

	B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
		Brought Forward	268 457	5553- 0
	23	5 Bales agricultural duck	787	27- 1
	24	4 Cases electrical material)	5 380	
		1 Case " ")	116	77- 0
		3 Cases " ")	612	33- 4
	25	1 Case tools	364	7-10
10094		1 Case motor parts	78	3- 5
		1 Case " "	135	6- 9
		1 Case machinery parts	11	0- 7
		8 Cases Pump parts	4 343	151- 8
		4 Cases rice machinery	3 180	152- 7
		1 Case " "	9 909	933- 4
		2 Cases cartridges	168	1- 0
		410 Bars iron in bars	.....	.....
		11 Pkgs iron in bars	22 736	120- 0
	26	2 Cases harrows)	885	14- 5
10095		1 Bdl ")		
		1 Case rice thresher repairs	200	3- 3
		80 Cases shellers	22 720	689- 0
		22 Bbls corn crackers	3 520	143- 0
		1 Case repairs	488	5- 2
		4 Cases rice threshers	3 015	152- 7
		7 Cases rice threshers repairs	2 504	59- 0
		1 Crate repairs	53	3- 3
		10 Pkgs Rice binders	4 545	209-11
		3 Cases plows	1 140	31- 2
10096		8 Cases store trucks	1 875	37- 3
		1 Case plows	375	10- 3
		5 Cases Stoppers	345	14- 2
		5 Cases sewing machines)		
		10 Cases " ")		
		10 Cases " ")		
		5 Cases " ")		
		5 Cases " ")	5 731	328- 9
		48 Cases plows	9 530	202- 0
		48 Cases plows	9 187	222- 0

DEFENDANT'S EXHIBIT #24 (Contd) 10097

Sheet #3

B/L No.	*Freight Basis.* Weight	Measurement	Rate	Freight	
Brt Frd.	152 916	4489		2904 18	
23		27	54c	14 58	
24	.....	....	.....	.....	
	.....	....		.....	
		110	54c	59 40	
25	.....	....		.....	
	.....	....		.....	10098
		18	54c	9 72	
	.....	....		.....	
		305	50c	152 50	
		933	68c	634 44	
	168		3 06	5 14	
	22 736		14 40	146 16	
26	.....	....		.....	
	.....	....		.....	
	.....	....		.....	
	.....	....		.....	10099
	.....	....		.....	
	.....	....		.....	
	.....	....		.....	
	.....	....		.....	
		1279	50c	639 50	
	.....	....		.....	
	.....	....		.....	
	.....	....		.....	
	.....	....		.....	
	.....	....		.....	10100
	.....	....		.....	
	.....	....		.....	
	.....	....		.....	
		846	44c	372 24	

10101 DEFENDANT'S EXHIBIT #24 (Contd)
Sheet #4.

	B/L No.	Conditional Landing Charge.	Total	Remarks
		Brt. Fwd.	2904 18	
	23		14 58	
	24		.....	
			.....	
			59 40	
10102	25		.....	
			.....	
			.....	
			.....	
			.....	
			.....	I heavy lift see
			.....	sheet
			.....	
			947 96	
	26		.....	
10103			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
10104			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	

DEFENDANT'S EXHIBIT #24 (Contd) 10105

Sheet #5

B/L No.	Shippers	Consignees	Marks
26 (Cont'd)			
27	Caldwell & Co	Order	B V W

Sheet #6

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo	
26(Contd.)				10106
	4 Cases Saws	703	28- 0	
	1 Case planes	61	1-10	
	1 Case medicines	21	0- 9	
	1 Case Revolvers (Strapped & Sealed) Value $1202 00 at	234	6-11	
	1 Case rice thresher	9 858	933- 4	
	50 Boxes axes	2 300	20-10	
	1 Case repair parts	145	1-10	
	2 Cases repairs	693	9- 6	10107
	5 Cases shoe nails	558	6- 6	
	2 Bdls Iron culvert			
	1 Box " "	1 380	14- 2	
27	22 Cases cartridges	1 832	14- 0	
		400 174	10 230- 5	

10108

DEFENDANT'S EXHIBIT #24 (Contd)

Sheet #7

	B/L No.	*Freight Basis* Weight	Measurement	Rate	Freight
	26 (Contd)	.....	....		.....
		.....	....		.....
		.....	....		.....
			38	54c	20 52
				2%	24 04
			933	68c	634 44
10110		2300		1 08	24 84
		.....	....		.....
		838		1 00	8 38
		.....	....		.....
		.....	....		.....
		1938		88c	17 05
		1832		3 06	56 06
		182728	8978		2723 19

Sheet #8

	B/L No.	Conditional Landing Charge.	Total	Remarks
	26 (Contd)		.....	
			.....	
			.....	
			.....	
			.....	
			.....	
10112			.....	
			.....	
			.....	
			.....	1 heavy lift see
			.....	heavy lift sheet
			1741 01	
	27		56 06	
			5723 19	

DEFENDANT'S EXHIBIT #25.—*Lowry, cross 5922.* 10113

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co., Agents, New York.

Manifest and Freight list of S. S. "Santa Ursula" Captain Dohrn from New York, for Brazil.

RECAPITULATION.

Packages and Contents	Weight of cargo.	Meas of Cargo 10114
Rio de Janeiro	3 665 595	107481- 9
Santos	6 993 565	172096- 0
Totals	10 659 160	279577- 9

E & O E
New York Jan 4th 1913
Funch, Edye & Co
Per

10115

Sheet #2.

Freight Basis. Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
859 192	96628		21539 24	675 48	22214 72	
2 222 631	143152		37061 41		37061 41	
3 081 823	239730		58600 65	675 48	59276 13	

10116

10117 DEFENDANT'S EXHIBIT #25 (Contd)

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co., Agents, New York.

Manifest and freight List of S. S. "Santa Ursula" Captain Dohrn from New York, for Rio de Janeiro No.1-R

B/L No.	Shippers	Consignees	Marks
10118			
1	J C Ayer Co	Granado & Co	(Granado)
2	Singer Mfg Co	Order	(S S M Co)
3	Lage McLean & Co Inc	Rodrigo Vianna	R V
4	G Amsinck & Ca	Vieira Soares & Ca	V S 129 C
5	G Amsinck & Ca	Companhio Mercantil E Industri Al Casa Vivaldi	C M & I
10119			
6	G Amsinck & Ca	Order	R H & C
7	F B Vandegrift & Co as Agts	Order	Bastos Dias
8	G Amsinck & Ca	Order	A S F

10120

DEFENDANT'S EXHIBIT #25 (Contd) 10121

Sheet #2

B/L No.	Packages and contents	Weight of Cargo.	Meas of Cargo
1	44 Boxes Pharmaceutical products	2 888	86- 4
	Lighterage		
2	6 Pkgs (12 CS) Sewing Machines	660	
	260 Cases " "	38 674	
	42 Crates " "	5 174	2982- 3
	Lighterage		
3	50 Cases refrigerators	6 809	518- 3
	1 Case imitation leather goods	470	19- 2
	Lighterage		
4	80 Boxes axes	3 975	40-10
	Lighterage		
5	3 Cases carpenter squares	583	19- 4
	20 Bbls agri implements	3 190	130- 0
	Lighterage		
6	43 Cases Pharmaceutical products	2 822	89- 9
	2 Pkgs " "	226	6- 8
	Lighterage		
7	2 Cases photo paper & cards	796	24- 6
	Lighterage		
8	2 Cases cotton suspenders	435	23-11
	30 Cases axes	1 368	15- 0
	Lighterage		
	"		

10122

10123

10124

10125 DEFENDANT'S EXHIBIT #25 (Contd)
Sheet #3

B/L No.	*Freight Basis.* Weight	Measurement	Rate	Freight
1		86	39c	33 54
2		.....		.....
		.....		.....
		2982	18c	536 76
			1 80	
3		518	36c	186 48
10126		19	39c	7 41
			1 80	
4	3 975		15 60	27 68
			1 80	
5		19	15 60	7 41
		130	31c	40 30
6		.....	1 80	.....
		96	39c	37 44
			1 80	
7		25	39c	9 75
10127			1 80	
8		24	39c	9 36
	1 368		15 60	9 53
			1 80	
			1 80	

10128

DEFENDANT'S EXHIBIT #25 (Contd) 10129

Sheet #4.

B/L No.	Conditional Landing Charge	Total	Remarks
1	.....	.....	Lighterage 86 C Ft at
	3 87	37 41	1 80 per ton
2	.....	.....	Lighterage 2982 C Ft
	134 19	670 95	at 1 80 per ton
3	.....	.....	Lighterage 537 C ft
	24 16	218 05	at 1 80 per ton 10130
4	.....	.....	Lighterage 3975 lbs
	3 20	30 88	at 1 80 per ton
5	.....	.....	Lighterage 149 C ft at
	6 71	54 42	1 80 per ton
6	.....	.....	
	.....	.....	Lighterage 96 C ft at
	4 32	41 76	1 80 per ton
7	.....	.....	Lighterage 25 C ft at
	1 13	10 88	1 80 per ton
8	.....	.....	Lighterage 24 C ft at 10131
	.....	.....	1 80 per ton
	1 08		Lighterage 1368 lbs
	1 10	21 07	at 1 80 per ton

Sheet #5

B/L No.	Shippers	Consignees	Marks
9	G Amsinck & Ca	A Brazil & Ca	A B & C
10	Hagemeyer Trading Co	Order	W E E
11	B F Avery & Sons	Arens & Cia	(A) 10132
12	Horton& Jove	Order	A M S F
13	Lage McLean & Co Inc	Order	C F L C
14	G Amsinck & Ca	Order	J M Sampaio & C

10133 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #6

B/L No.	Packages and contents	Weight of Cargo	Meas. of Cargo.
9	3 Cases horse clippers	330	22- 5
	1 Case oil stones	182	3- 4
	1 Case lead pencils	184	8- 8
	1 Pkg lemon squeezers	103	4- 3
	2 Cases "	127	4- 4
	30 Cases glass lamp chimneys	1 298	155- 0
10134	1 Case hack saw blades	279	2- 0
	2 Cases wire strainers	110	11- 8
	1 Case padlocks	88	1- 0
	1 Case nail hammers	145	4-10
	30 cases toilet paper	2 508	140-10
	1 Case auger bits	299	4- 7
	1 Case wrenches	88	1- 2
	1 Case screw drivers	112	3- 7
	1 Case chisels	39	2- 0
	3 Cases rat traps	206	7- 7
10135	2 Cases mouse traps	85	3- 3
	Lighterage		
	"		
10	2 Boxes organs	120	9- 6
	Lighterage		
11	33 Boxes plows and parts	15 531	368- 2
	Lighterage		
12	1 Box 1 Auto	3 645	359- 9
	Lighterage		
13	1 Case gas fitter hooks	74	1-10
10136	1 Case heavy rubber gloves	37	1-11
	Lighterage		
14	10 Bbls Lub Oil	4 356	119- 2
	1 Bbl dry batteries	338	9- 2
	Lighterage		
	50 Cases spirits turpentine	4 290	100- 0
		102 644	5306- 0

DEFENDANT'S EXHIBIT #25 (Contd) 10137

Sheet #7

B/L No.	Freight Basis Weight	Measurement	Rate	Freight	
9	.....	....	.....	.....	
	.....	....	.....	.....	
	.....	....	.....	.....	
	.....	....	.....	.....	
		43	39c	16 77	
		155	29c	44 95	
	.....	....	.....	.....	10138
		14	36c	5 04	
	.....	....		.....	
		6	15 60	2 34	
		141	12 40	43 71	
	.....	....		.....	
	387		15 60	2 70	
	.....	....		.....	
		6	14 40	2 16	
	.....	....		.....	
		11	31c	3 41	10139
			1 80		
			1 80		
10		10	MIN	5 00	
			1 80		
11		368	31c	114 08	
			1 80		
12		360	29c	104 40	
			1 80		
13	.....	....		.....	
	.....	4	MIN	5 00	
			1 80		10140
14		119	2 52EA	25 20	
		100	65cEA	32 50	
		9	39c	3 51	
			1 80		
	5 730	5245		1316 43	

10141 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #8

B/L No.	Conditional Landing Charge.	Total	Remarks
9	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
10142	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
	.....	.....	
10143	.....	.....	Lighterage 376 C ft at
	.....	.....	1 80 per ton
	16 92		Lighterage 387 lbs at
	31	138 31	1 80 per ton
10	.....	.....	Lighterage 10 C Ft
	45	5 45	at 1 80 per ton
11	.....	.....	Lighterage 368 C Ft
	16 56	130 64	at 1 80 per ton
12	.....	.....	Lighterage 360 C Ft
	16 20	120 60	at 1 80 per ton
10144 13	.....	.....	
	.....	.....	Lighterage 4 C Ft at
	18	5 18	1 80 per ton
14	.....	.....	
	.....	.....	Lighterage 228 C ft at
	.....	.....	1 80 per ton
	10 26	71 47	
	240 64	1557 07	

10145

DEFENDANT'S EXHIBIT #25 (Contd)

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "SANTA URSULA" Captain DOHRN from New York, for RIO DE JANEIRO No 2-R.

10146

B/L No.	Shippers	Consignees	Marks
15	Mallinckrodt Chemical Works	Freire Guimaraes Y Cia Rio de Janeiro	Drogari Berrini
16	Frame & Co	Janowitzer Wahle & Co	M M
17	The Stanley Works	King Ferreira & Co	K F C
18	Rio de Janeiro Tramway Light & Power Co Ltd	Rio de Janeiro Tramway Light & Power Co Ltd	R

10147

10148

10149 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #2.

B/L No.		Packages and Contents	Weight of Cargo	Meas. of Cargo
		—Brought Forward	102 644	5306- 0
15	12	Boxes Drugs		69- 8
	4	Boxes Potash Permanganate	2 691	22- 6
		Lighterage		
16	3	Cases Shoes	834	68- 6
	3	Cases Shoes	1 065	93- 8
10150	2	Cases Shoe Polish	369	13- 0
		Lighterage		
17	151	Cases Hardware	25 969	255- 0
		Lighterage		
18	1	Crate Oven Furnace	7 200	199- 3
	3	Cases Varnish	339	8- 9
	1	Drum potash	182	3- 3
	1	Crate Blower & Parts	590	17- 2
	1	Case —"— —"—	147	4- 6
	15	Cases Ticket Paper	6 715	129- 1
10151	5	Cases Paraffine Wax	1 300	35- 0
	2	Cases Insulating Material	320	8- 6
	1	Case —"—	550	10- 5
	5	Cases Insulators	2 555	38- 6
	2	Cases Elec Material	129	6- 8
	1	Case —"—	28	1- 1
	5	Crates Structural Steel	3 802	108- 1
	1	Case —"—	310	2-10
	3	Bbls Iron Pipe Fittings	850	19- 6
	1	Case —"—	334	7- 4
10152	3	Bbls —"—	981	19- 6
	72	Bdls Shovels	4 536	216- 0
	2	Cases Brass Rods	950	8- 8
	2	Reels Ins Copper Cable	1 965	26- 8
	1	Case Cable Fittings	282	3- 5
	1	Case Ins Copper Wire	238	3- 0
	2	Cases Elec Material	485	7- 0
	6	Cases Drilling Machy Parts	1 070	10-10
	14	Reels Steel Wire	18 766	166- 8

DEFENDANT'S EXHIBIT #25 (Contd) 10153

Sheet #3.

B/L No.	Freight Basis Weight	Measurement	Rate	Freight	
Brt. Frwd.					
	5 730	5245		1316 43	
15		70	39c	27 30	
		23	69c	15 87	
			1 80		
16	.....	...	.....	.....	10154
		162	39c	63 18	
		13	33c	4 29	
			1 80		
17	25 969		15 60	180 86	
			1 80		
18		199	9 60	47 76	
		9	43c	3 87	
		3	69c	2 07	
	.....	...	.....	.....	
	.....	...	.....	.....	10155
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	10156
	.....	...	.....	.....	
	.....	...	.....	.....	
		624	7 20	112 32	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	.....	...	.....	.....	
	23 756		7 20	76 36	

10157 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #4

B/L No.	Conditional Landing Charge.	Total	Remarks
	Brt. Fwd. 240 64	1557 07	
	15	.....	Patash on Deck
		.....	Lighterage 93 C Ft at
	4 19	47 36	1 80 per ton
10158	16	.....	
		.....	
		.....	Lighterage 175 C Ft at
	7 88	75 35	at 1 80 per ton
	17	.....	Lighterage 25 969 Lbs
	20 87	201 73	at 1 80 per ton
	18	.....	1 Heavy Lift 7 200 Lbs.
		.....	
		.....	
		.....	
10159		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
10160		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	3 Cases Varnish on Deck
		242 38	F F A

DEFENDANT'S EXHIBIT #25 (Contd) 10161

Sheet #5

B/L No.	Shippers	Consignees	Marks
19	United States Steel Prod Co	O R D E R	COF RE
20	American Trading Co	O R D E R	S C & Co
21	South American Shipping Co	O R D E R	F
22	American Trading Co	Pestana Da Silva	P S
23	American Trading Co.	O R D E R	R L
24	American Trading Co	O R D E R	R M & Co
25	American Trading Co	O R D E R	C V & Co
26	F. B. Vandegrift & Co as Agts	O R D E R	Eickhoff Carneiro Leao & Co
27	Hagemeyer Trading Co	Barboza Albuquerque & Co	B A & C
28	American Trading Co	J. Rainho & Co	Rainho

10162

10163

10164

10165 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #6

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
19	810 Bdls Iron Bars	126 680	840- 0
	491 Pieces Iron Bars		
20	1 Case Motor Oil		2- 0
	2 Cases Motors	3 340	64- 0
	1 Bale Belting	43	1- 2
	Lighterage		
10166 21	500 Bbls Rosin	253 845	6000- 0
22	25 Cases Turpentine	2 150	50- 0
	Lighterage		
23	500 Bags Flour	48 750	1083- 4
24	250 Bags Flour	24 375	41- 8
25	50 Cases Turpentine	4 300	100- 0
	Lighterage		
26	2 Cases Live Trees	945	64- 2
	Lighterage		
27	2500 Sacks Flour	242 500	5416- 8
10167 28	30 Bbls Cotton Seed Oil	13 394	357- 6
	Lighterage		
		908 518	21410- 6

10168

B/L No.	Freight Basis Weight	Measurement	Rate	Freight	
19	.....	.....		.....	
	126 680		5 40	305 39	
20		2	21c	42	
	.....	.....	....	.....	
		65	39c	25 35	
			1 80		
21	253 845		1 25	1133 22	10170
22		50–	65c	16 25	
			1 80		
23		1083	40c ea	200 00	
24		542	40c ea	100 00	
25		100–	65c ea	32 50	
			1 80		
26		64	69c	44 16	
			1 80		
27		5417	40c ea	1000 00	
28		358	28c	100 24	10171
			1 80		
	435 980	14029		4807 84	

10173 DEFENDANT'S EXHIBIT #25 (Contd)
Sheet #8

	B/L No	Conditional Landing Charge	Total	Remarks
	19		305 39	F F A
	20		.....	
			.....	
			.....	
				Lighterage 67 C Ft At
10174		3 02	28 79	1 80 per ton
	21		1133 22	F F A
	22		.....	Lighterage 50 C Ft at
		2 25	18 50	1 80 per ton
	23		200 00	F F A
	24		100 00	F F A
	25		.....	Lighterage 100 C Ft at
		4 50	37 00	1 80 per ton
	26		.....	
		2 88	47 04	
10175	27		1000 00	F F A
	28		.....	Lighterage 358 C Ft At
		16 11	116 35	1 80 Per ton
		302 34	5110 18	

10176

DEFENDANT'S EXHIBIT #25 (Contd) 10177

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "SANTA URSULA" CAPTAIN DOHRN from New York, for RIO DE JANEIRO No. 3-R

B/L No.	Shippers	Consignees	Marks
29	S E Heymann & Co	Order	K N S
30	American Trading Co	Nicola Zagari & Co	N Z & CO
31	American Trading Co	Order	S C & CO
32	American Trading Co	Order	C C
33	G Amsinck & Ca	Jose Lino & Cia	LINO

10178

10179

10180

10181 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #2.

B/L No.		Packages and Contents	Weight of Cargo	Meas. of Cargo
		—Brought Forward	908 518	21410- 6
29	65	Bbls Lub Oil		
	68	Bbls " "	53 462	1584-11
30	30	Bbls Cotton Seed oil	13 403	357- 6
		Lighterage		
31	52	Coils wire cable	10 121	230- 5
10182		Lighterage		
32	200	Cases turpentine	17 200	400- 0
	3	cases taximeters	540	16- 3
	2	cases tires	718	36-11
	1	case brushes	48	1- 6
	6	cases tires	2 260	191- 4
	2	cases tires	474	26- 8
	1	case glass	376	29-11
	1	case pliers	50	0-11
	27	case plows	30 875	387- 9
10183		Lighterage		
		—"—		
33	2	cases mouse traps	116	7- 7
	6	Bbls corn shellers	957	39- 0
	3	boxes hand pumps	734	21- 0
	1	case slate pencils	63	2- 9
	1	case hand drills	28	1- 4
	3	cases nail hammers	171	3- 0
			260	7- 2
	1	case door locks	17	0- 7
10184	15	cases scales	2 488	60- 6
	3	Cases hand saws)	388	17- 8
	2	cases hack saw blades)	225	2- 0
	149	Bbls Galv sheet iron	21 109	200- 0
		Lighterage		
		—"—		

DEFENDANT'S EXHIBIT #25 (Contd) 10185

Sheet # 3

B/L No.	Freight Basis. Weight	Measurement	Rate	Freight	
Brt. Fwd.	435 980	14029		4807 84	
29		1585	2 16EA	287 28	
30		358	28c	100 24	
			1 80		
31		230	13 20	75 90	10186
			1 80		
32		400	65cEA	130 00	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
		273	39c	106 47	
		30	20c	6 00	
		1	15 60	39	
	30 875		62c	191 43	10187
			1 80		
			1 80		
33	.....	.....	.....	.....	
	.....	.....	.....	.....	
		68	31c	21 08	
		3	39c	1 17	
		1	15 60	39	
	171		14 40	1 10	
	.....	.....	.....	.....	
		8	14 40	2 88	10188
	.....	.....	.....	.....	
		78	36c	28 08	
	225		72c	1 62	
	21 109		9 60	90 46	
			1 80		
			1 80		

10189 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #4

	B/L No.	Conditional Landing Charge.	Total	Remarks
	Brt. Fwd.	302 34	5110 18	
	29	.....	.....	
			287 28	F F A
	30	.....	.....	Lighterage 358 CFT at
19190		16 11	116 35	1 80 per ton
		.....	.....	
	31	.....	.....	Lighterage 230 C Ft at
		10 35	86 25	1 80 per ton
	32	.....	.....	
		.....	.....	
		.....	.....	
		.....	.....	
		.....	.....	
		.....	.....	
10191		.....	.....	Lighterage 704 C Ft at
		.....	.....	1 80 per ton
		.....	.....	
		31 68		Lighterage 30875 lbs
		24 81	490 78	at 1 80 per ton
	33	.....	.....	
		.....	.....	
		.....	.....	
		.....	.....	
		.....	.....	
10192		.....	.....	
		.....	.....	
		.....	.....	
		.....	.....	
		.....	.....	Lighterage 158 C Ft at
		.....	.....	1 80 per ton
		.....	.....	
		7 11		Lighterage 21505 lbs
		17 28	171 17	at 1 80 per ton

DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #5

B/L No.	Shippers	Consignees	Marks	
34	Grossman & Sielcken	Goncalves Campos & Co	G C & CO	
35	William E Peck & Co	Brigada Political Do Districto Federal	Brigada Policial	
36	American Trading Co	Order	G C & CO	
37	Pan American Trading Co	H Moraes	H M	
38	American Trading Co	Order	A R	10194
39	U S Steel Products Co	Order	A B C	

Sheet #6.

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo	
34	10000 Cases kerosene	810 000	20000- 0	
35	150 Cases turpentine	13 500	300- 0	
	500 cases gasoline	39 000	1000- 0	10195
	Lighterage			
36	5000 cases gasoline	355 000	10000- 0	
	299 Bbls rosin	145 642	3588- 0	
37	1 case incubators	214	19- 4	
	3 coops each containing 6 live	315	62- 0	
	Lighterage chickens			
38	25 cases waterproofing paste	2 583	54- 2	
	90 Crates metal lath	72 820	4449- 6	
	21 Bdls steel bars	19 782	84- 3	
	Lighterage			10196
	"			
39	175 Bdls iron angles)			
	580 Bdls iron sheets)			
	113 Bdls galv iron)	94 450		
	70 pieces iron plates)	29 714		
		2 647 621	64594- 5	

10197 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #7

B/L No.	Freight Basis Weight	Measurement	Rate	Freight
34		20000	36cEA	3600 00
35		300	65cEA	97 50
		1000	60c EA	300 00
			1 80	
36		10000	50cEA	2500 00
	145 642		1 25	650 19
10198 37		19	33c	6 27
		62	1 10EA	19 80
			1 80	
38		54	43c	23 22
		4450	11 60	1290 50
	19 782		7 80	68 88
			7	
39	.....	.....		.....
	.....	.....		.....
10199	94 450			303 59
	29 714		5 40	71 63
	777 948	52949		14783 91

10200

DEFENDANT'S EXHIBIT #25 (Contd) 10201

Sheet #8.

B/L No.	Conditional Landing Charge.	Total	Remarks
34		3600 00	F F A
35	.....	.....	Gasoline on deck
	.....	.....	lighterage 300 C Ft at
	13 50	411 00	1 80 per ton
36	.....	.....	Gasoline on deck
		3150 19	F F A 10202
37	.....	.....	Lighterage 81 C Ft
			at 1 80 per ton
	3 65	29 72	on deck
38	.....	.....	Paste on deck
	.....	.....	
	.....	.....	
	202 68		
	15 90	1601 18	
39	.....	.....	
	.....	.....	10203
	.....	.....	
		375 22	F F A
	645 41	15429 32	

10204

10205 DEFENDANT'S EXHIBIT #25 (Contd)

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "SANTA URSULA" Captain DOHRN from NEW YORK, for RIO DE JANEIRO No. 4-R.

B/L

10206

No.	Shippers	Consignees	Marks
40	United States Steel Prod Co	O R D E R	COFRE
41	Societe Anonyme Du Gaz De Rio Janeiro	Societe Anonyme Du Gaz Rio de Janeiro	(G A Z)
42	United States Steel Prod Co	O R D E R	A B C B R

10207

10208

DEFENDANT'S EXHIBIT #25 (Contd) 10209

Sheet #2.

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo	
	Brought Forward	2 647 621	64594- 5	
40	911 Bdls Galv Iron			
	304 Pcs Galv Iron			
	33 Bdls Iron Bars			
	102 Pieces Iron Bars			
	63 Bdls Iron Hoops			
	155 Bdls Iron Tees	156 474		10210
	245 Bdls Iron Angles	72 222		
41	1 Case Power Hammer	5 200	100- 3	
	15 Bbls Porcelain Insulators	5 325	137- 6	
	1 Case Ins Material	280	5- 1	
	20 Cases Electric Material	7 300	211- 8	
	1 Case " "	271	5-11	
	274 Crates Gibre Conduit	72 430	5603- 9	
	7 Casks Arc Lamps	1 715	157- 6	
	8 Casks Glassware	1 268	260- 8	
	4 Cases -"-	800	130- 3	10211
	2 Cases Gas Appliances	140	16- 4	
	9 Cases Glassware	742	97- 4	
	1 Case Glassware	159	25- 8	
	290 Crates Gas Appliances	50 900		
	27 Cases -"-	10 001	4578- 1	
	107 Pcs Iron Pipe	23 900	350- 0	
42	326 Bdls Iron Bars	37 415	192- 0	
	Lighterage			

10212

10213 DEFENDANT'S EXHIBIT #25 (Contd)
Sheet #3

	B/L No.	*Freight Basis* Weight	Measurement	Rate	Freight
	Brt. Fwrd	777 948	52949		14783 91
	40	.....	.....		.....
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
10214		156 474		7 20	502 95
		72 222		5 40	174 11
	41		100	8 40	21 00
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
10215		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
		.....	.....		.....
			11230	7 20	2021 40
		23 900		7 20	76 83
	42	37 415		6 00	100 21
				1 80	

10216

DEFENDANT'S EXHIBIT #25 (Contd) 10217

Sheet #4.

B/L No.	Conditional Landing Charge	Total	Remarks
Brt. Frwd.	645 41	15429 32	
40		.....	
		.....	
		.....	
		.....	
		.....	10218
		.....	
		677 06	F F A
41		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	10219
		.....	
		.....	
		.....	
		.....	F F A
		.....	1 Heavy Lift See
		2119 23	Heavy Lift Sheet
		.....	
42		.....	Lighterage 37 415
	30 07	130 28	Lbs 1 80 per ton

10220

10221 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #5.

B/L No.	Shippers	Consignees	Marks
43	American Car & Foundry Co	Estrada Ferro Central Do Brazil	E F C B
44	American Car & Foundry Co	Estrada Ferro Central Do Brazil	E F C B

Less Short Shipped B/L 39 198 Bdls Iron Sheets) 41263 Lbs at
10222)
)
113 " Galv Iron) 7 20 216 CFT

" " " " 40 911 Bdls Galv Iron) 143604 Lbs at
)
)
154 Pcs -"-) 7 20 768 CFT

" " " " 41 107 Pcs Iron Pipe 23900 Lbs at
10223 7 20 350 CFT

Sheet #6

B/L No	Packages and Contents	Weight of Cargo	Meas. of Cargo.
43	8 Cases Car Slack Adjusters	3 200	88- 0
	1 Bbl Car Rivets	1 089	11-11
	1 Case Car Bearings & Coupler Pins	462	4- 0
44	318 Pkgs 25 Steel Railway		
10224	Cattle Cars	775 448	32245- 5
		3 874 362	108815- 9
	DEDUCT	208 767	1334- 0
		3 665 595	107481- 9

DEFENDANT'S EXHIBIT #25 (Contd) 10225

Sheet #7.

B/L No.	*Freight Basis* Weight	Measurement	Rate	Freight
43	.....	.....		.....
	.....	.....		.....
		104	15c	15 60
44		32245	14c	4514 30
	1 067 959	96628		22210 31
Deduct	208 767			671 07 10226
	859 192	96628		21539 24

Sheet #8.

B/L No.	Conditional Landing Charge.	Total	Remarks
43		.....	
		.....	
		15 60	F F A 10227
44		4514 30	F F A
			75 Heavy Lifts See Heavy Lift Sheet
	675 48	22885 79	6 Underframes on Deck
Deduct		671 07	
	675 48	22214 72	

10228

10229 DEFENDANT'S EXHIBIT #25 (Contd)

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co., Agents, New York.

Manifest and freight List of S. S. "Santa Ursula" Captain Dohrn from New York, for Santos No. 14R.

B/L No.	Shippers	Consignees	Marks
10230 1	Singer Mfg Co	Order	(S S M Co)
2	Singer Mfg Co	Order	(S S M Co)
3	Singer Mfg Co	Order	(S S M Co) D R S
4	Winchester Repeating Arms Co.	D Roque da Silva	P D & F
5	Dreyfuss Export Co	M Melillo & Co	M M
6	Thomas Norton & Co	F S Hampshire & Co Ltd	F S H & CO-25 F S H &
10231			CO 2-50
7	G Amsinck & Co	Gamba & Co	(G & C)
8	G Amsinck & Co	Sassia Muniz & Ca	CMCA
9	G Amsinck & Co	Order	Lourenzo Martina & Ca
10	G Amsinck & Co	Order	A M G
10232 11	G Amsinck & Co	Order	L A O

DEFENDANT'S EXHIBIT #25 (Contd) 10233

Sheet #2

B/L No.	Packages and contents	Weight of Cargo	Meas. of Cargo
1	512 cases sewing machines	60 905	
	176 Crates " "	21 683	4806- 7
2	600 Cases " "	64 504	
	240 Crates " "	29 040	4867- 1
3	945 Cases " "	115 438	
	331 Crates " "	40 387	9123- 0
	3 Cases sewing mach needles $1216 00 at	231	4- 9
4	cases rifles	387	15- 0
5	1 case leather	209	12- 8
6	....		
	75 Cases turpentine	6 600	150- 9
7	50 cases smoked bacon	7 700	191- 8
8	1 Crt portable elevator	1 898	183- 4
9	25 Cases smoked bacon	3 850	95-10
10	50 cases spirits turpentine	4 400	100- 0
11	5 Bbls iron chair bases	1 515	47- 8
	1 case table top fasteners	63	0-11
	1 case corner irons	158	4- 8

10234

10235

10236

10237

DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #3

	B/L No.	Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
	1	.....	.....	.....	.....		.....	
			4807	18c	865 26		865 26	
	2		4867	18c	876 06		876 06	
			.....		.....		.....	
	3		.....		.....		.....	
10238			9123 5	18c	1642 14			
				1%	12 16		1654 30	
	4		15	42c	6 30		6 30	
	5		13	39c	5 07		5 07	
	6		.....		.....		.....	
			.....		.....		.....	
			150	65cEA	48 75		48 75	
	7		192	29c	55 68		55 68	
	8		183	32c	58 56		58 56	
	9		96	29c	27 84		27 84	
10239	10		100	65cEA	32 50		32 50	
	11		.....		.....		.....	
			.....		.....		.....	
			53	16 80	22 26		22 26	

Sheet #4

	B/I No	Shippers	Consignees	Marks
	12	G Amsinck & Co	Sanza Santos & Co	S S & C
10240	13	Lage McLean & Co Inc	Order	F E
	14	G Amsinck & Co	Krueger & Arentz	K & A
	15	G Amsinck & Co	Almeida Silva	A S

DEFENDANT'S EXHIBIT #25 (Contd) 10241

Sheet #5

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo	
12	25 cases smoked bacon	3 850	95-10	
	10 Cases baking powder	297	8- 4	
13	25 Bbls corn shellers	4 375	162- 6	
	4 Bbls emery wheels	1 555		
	10 cases emery wheels	824	54- 0	
	1 case tool sets	81		
	1 case hammock hooks	158	4- 9	10242
	1 case hack saw blades & Tool sets	166	6- 3	
	20 boxes metal babbitt	2 310	6- 8	
14	4 cases ice cream freezers	1 278	97- 4	
	1 case butcher knives	180	5-10	
	2 cases globe valves	437	7- 0	
	2 cases auger bits	365	8- 3	
	10 cases mech tools	3 361	83- 7	
	1 Bbl iron vises	594	12- 0	
	4 crates enamelled bath tubs	1 685		
	2 cases " "	917		10243
	9 cases " lavatories	1 267		
	1 case " drinking fountains	101	228-10	
	2 kegs double point tacks	233	4- 2	
	4 cases steel hinges	497	6- 0	
15	1 Pkg food choppers	81	2-11	
	1 case bread knives	24	1-10	
	2 Pkgs cake mixing machines	301	20- 6	
	7 cases post hole diggers	1 115	61- 9	
	1 case lemon squeezers	180	5-10	10244
	6 cases fret saws	279	10- 2	
	1 case hack saw frames	61	2-10	
	1 case hand saws, hack saw frames web saw frames & Saw setting tools	200	9- 0	
	1 case carpenter tools	244	7- 1	
	2 cases drill presses	48	1- 8	
	1 case wood turning lathes	81	2- 3	
	4 cases carpenter clamps	717	14- 4	
	1 case steel brackets	165	5- 7	
	12 cases grindstones	977	37- 0	
	5 cases grindstones & parts	1 267	30- 2	
		389 239	20607- 5	

10245 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #6

B/L No	Weight	Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
12		96	29c	27 84			
		8	42c	3 36		31 20	
13		163	34c	55 42			
		.....		.....			
		54	14 40	19 44			
		.....		.....			
10246		11	16 80	4 62			
	2 310		16 80	17 32		96 80	
14		.....		.....		.....	
		.....		.....		.....	
		110	42c	46 20			
		86	16 80	36 12			
	365		16 80	2 74			
		12	15 60	4 68			
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
10247		229	14 40	82 44			
	.....	.....		.....		.....	
	730		15 60	5 08		177 26	
15	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
		93	42c	39 06			
	.....	.....		.....		.....	
	.....	.....		.....		.....	
10248	.....	.....		.....		.....	
		22	39c	8 58			
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
	.....	.....		.....		.....	
		31	16 80	13 02			
	.....	.....		.....		.....	
		67	14 40	24 12		84 78	
	3 405	20586		4042 62		4042 62	

DEFENDANT'S EXHIBIT #25 (Contd) 10249

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "SANTA URSULA" Captain DOHRN from New York, for SANTOS No 2 — R.

B/L No.	Shippers	Consignees	Marks	
16	The Export Crop	Baruel & Cia	Baruel	10250
17	Cowdrey & Co	Orlando Ignarra	O T	
18	Orr & Sembower Inc	Craig & Martins	C M	
19	William E Peck & Co	Henrique Metzger & Cia	H M & C	
20	William E Peck & Co	Socidade Industrial E De Automoveis Retiro	W E / Bom B / P Co	10251
21	G Amsinck & Co	M Almeida & Ca	M A C	
22	G Amsinck & Co	Order	2596	
23	The Baldwin Loco Works	Order	C M P	

10252

10253

DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #2.

B/L No.		Packages and Contents	Weight of Cargo	Meas. of Cargo
		—Brought Forward—	389 239	20607- 5
16	13	Cases Medicine	532	19- 3
17	10	Bbls Lub Oil	3 445	91- 8
18	1	Piece Steam Boiler	11 520	845-10
	1	Piece Steam Boiler)	2 825	378- 8
	1	Crt Steam Engine)	525	
10254	2	Cases Parts)	650	
	3	Crates Parts)	2 600	6- 5
19	20	Kegs Staples	2 160	30- 0
	500	Reels Barb Wire	38 875	958- 4
	500	Reels Barb Wire	38 875	958- 4
20	34	Cases Carbide	2 448	42- 6
	6	Cases Auto	14 952	1602- 6
21	20	Bales Rubber Hose	3 157	138- 5
	5	Bdls Stocks & Dies	327	53- 5
	53	Cases " "	2 010	
10255 22	22	Bales Rubber Hose	2 640	152-11
23	13	Boxes Machinery	52 100	
	1	Tank Frame	3 950	
	2	Tank Trucks	6 500	
	1	Boiler	14 800	
	3	Prs Driv Wheels	11 650	
	1	Engine Truck	4 300	
	1	Casting	800	3196- 4

10256

DEFENDANT'S EXHIBIT #25 (Contd) 10257

Sheet #3.

B/L No.	Freight Basis Weight	Measurement	Rate	Freight
Brt. Frwd.	3 405	20586		4042 62
16		19	42c	7 98
17		92	2 16 ea	21 60
18		846	46c	389 16
		379	32c	121 28
	.....	.....		 10258
	.....	.....		.....
	430		14 30	2 75
19	.....	.....		.....
	.....	.....		.....
	79 910		7 20	256 85
20	2 448		15 60	17 05
		1603	29c	464 87
21	.....	.....		.....
	.....	.....		.....
		192	42c	80 64 10259
22		153	42c	64 26
23	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
		3196	22c	703 12

10260

10261 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #4.

B/L No.	Conditional Landing Charge	Total	Remarks
	Brt. Frwd.	4042 62	
16		7 98	
17		21 60	
18		.....	1 Heavy Lift 11 520 Lbs
		.....	
10262		.....	
		.....	
		513 19	
19		.....	
		.....	
		256 85	
20		.....	
		481 92	
21		.....	
		.....	
10263		80 64	
22		64 26	
23		.....	
		.....	
		.....	
		.....	
		.....	
		.....	4 Heavy Lifts See
		703 12	Heavy Lift Sheet

10264

DEFENDANT'S EXHIBIT #25 (Contd) 10265

Sheet #5.

B/L No.	Shippers	Consignees	Marks	
24	Eytinge & Co Inc	Order	C F T S P	
25	Cowdrey & Co	Luiz Conceiro & Co	L C & C	
26	G Amsinck & Co	Order	Luiz Sarli	
27	Lage McLean & Co Inc	Order	T I & CO	
28	American Trading Co	Order	H L	
29	American Trading Co	Commisao De Saneamento De Santos	C S S	10266
30	American Trading Co	Costa Moniz & Co	C M & Co	

Sheet #6.

B/L No	Packages and Contents	Weight of Cargo	Meas. of Cargo	
24	3 Cases Machinery	2 685	237- 3	
25	3 Bdls Wheel Barrows			
	6 Bdls —"—			
	3 Crates —"—	1 691	102- 9	10267
26	27 Cases Cartridges	1 720	14- 4	
27	100 Cases Turpentine	8 800	200- 0	
	1 Case Washita Stone	191	3- 3	
	3 Cases Ice Cream Freezers	865	51- 2	
	6 Cases Lawn Mowers	228	9- 0	
	1 Crate Tongues for Mowers	16	0- 7	
	1 Pkg (6 Bxs) Fluting Machines	86	3- 0	
	1 Case Mouse Traps	68	2-11	
	2 Cases Rat Traps	139	5-10	
	60 Cases Residue of Petroleum	5 000	120- 0	10268
	3 Bbls R R Picks	1 260	23- 0	
	8 Cases Hardware	1 000		
	5 Cases Tools	836	33- 2	
28	150 Cases Trunk Tin	16 800	187- 6	
	2 Cases Envelopes	645	44- 0	
	2 Cases Sample Metal Lath	1 200	60- 4	
29	37 Cases Traps & Pipes	11 365	204- 8	
30	1 Case Leather	496	28-10	
		665 971	30413- 7	

10269 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #7.

	B/L No.	Freight Weight	Basis Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
	24		237	32c	75 84		75 84	
	25	.....	.....	.....	.....		.....	
		.....	.....	.....	.....		.....	
			103	32c	32 96		32 96	
	26	1 720		1 56	26 83		26 83	
	27		200- 0	65c ea	65 00			
10270		.....	.....	.....	.....		.....	
		.....	.....	.....	.....		.....	
		.....	.....	.....	.....		.....	
		.....	.....	.....	.....		.....	
			67	42c	28 14			
		.....	.....	.....	.....		.....	
			9	29c	2 61			
			120	18c	21 60			
			23	14 40	8 28			
		.....	.....	.....	.....		.....	
10271			33	16 80	13 86		139 49	
	28	16 800		13 20	99 00			
		.....	.....	.....	.....		.....	
			104	39c	40 56		139 56	
	29		205	15 60	79 95		79 95	
	30		29	39c	11 31		11 31	
		104 713	281 96		6678 12		6678 12	

10272

DEFENDANT'S EXHIBIT #25 (Contd) 10273

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "SANTA URSULA" CAPTAIN DOHRN from New York, for SANTOS No 3-R

B/L No.	Shippers	Consignees	Marks	10274
31	Mallinckrodt Chemical Wks	Braulio Y Cia	(BRAULIC)	
32	Hagemeyer Trading Co	Order	FRANCA	
33	United States Steel Prod Co	Order	N	
34	William E Peck & Co	Cocite Irmaos	C I	
35	John D Williams & Co	Order	(Matarzzzo)	
36	Pan American Trading Co	Moreira & Co	M & CO	10275
37	G Amsinck & Ca	Guilherme Rathsam & Irmaos	G R & I	

10276

10277 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #2.

B/L No.		Packages and Contents	Weight of Cargo	Meas. of Cargo
		Brought forward	665 971	30413- 7
	31	4 boxes drugs	700	25- 4
		2 boxes ammonia water	301	
	32	200 Sacks flour	19 400	433- 4
	33	183 boxes tin plate	16 403	96- 0
	34	100 cases canned shrimp	2 600	83- 4
10278	35	1 piece tank matl & Piping	9 190	633- 0
		1 piece "	5 100	572- 0
		1 piece "	5 090	572- 0
		1 piece "	5 105	572- 0
		1 crate "	6 150	443- 4
		2 pieces ")		
		21 Crates ")		
		8 cases ")	3 272	292- 6
		4 Bdls ")	13 901	168- 3
	36	1 case hardware	103	2- 5
10279		17 Cases hardware	4 387	51- 6
	37	1 Case pruning shears	26	0- 6
		1 case racking cocks	30	1- 0
		1 case hack saw frames	94	1- 0
		1 case hand saws	30	4- 0
		1 case carpenter braces	127	
		3 cases " tools	644	
		2 cases " planes	279	
		1 case twist drills	35	32- 7
		1 case saw setting tools	39	1- 1
10280		1 case screw drivers	63	1-10
		1 case auger bits	220	4- 3
		1 case furniture caster carpenter tools and carp pencils	123	3-11
		6 cases steel files	1 181	9- 4
		20 cases steel hinges	3 470	22- 6

DEFENDANT'S EXHIBIT #25 (Contd) 10281

Sheet #3.

B/L No.	Freight Basis Weight	Measurement	Rate	Freight	
Brt Fwd.					
	104 713	28196		6678 12	
31		25	42c	10 50	
		13	79c	10 27	
32		433	40c	80 00	
33	16 403		8 40	6151	
34		83	42c	34 86	10282
35		633	39c	246 87	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
		2 159	33c	712 47	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
		293	29c	84 97	
	13 901		13 10	81 30	
36		2	16 80	84	10283
	4 387		16 80	32 90	
37	.....	.....		.....	
		2	42c	84	
	.....	.....	.....	.....	
		5	39c	1 95	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
	.....	.....	.....	.....	10284
	.....	.....	.....	.....	
	.....	.....	.....	.....	
	.....	.....	.....	.....	
		44	16 80	18 48	
	4 651		15 60	32 39	

10285 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #4

	B/L No.	Conditional Landing Charge.	Total	Remarks
		Brt. Fwd.	6678 12	
	31			2 boxes ammonia water
			20 77	on deck
	32		80 00	
	33		61 51	
10286	34		34 86	
	35			1 heavy lift 9 190 lbs
				1 heavy lift 5 100 lbs
				1 heavy lift 5 090 lbs
				1 heavy lift 5 105 lbs
				1 heavy lift 6 150 lbs
			.....	
			.....	
			.....	
			1125 61	
	36		.....	
10287			33 74	
	37		.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
			.....	
10288			.....	
			.....	
			.....	
			.....	
			.....	
			53 66	

DEFENDANT'S EXHIBIT #25 (Contd) 10289

Sheet #5

B/L No.	Shippers	Consignees	Marks
38	Gerhard & Hey	Order	H C & S
39	Gerhard & Hey	Order	Andrade Martin & Cia
40	G Amsinck & Ca	Rios & Ferreira	R & F
41	S E Heymann & Co	Order	2677
42	S E Heymann & Co	Order	S H 145 10290

Defendant's Exhibit #25 (Contd)

Sheet #6

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo	
38	6 cases harrows	2 859	72- 9	
39	11 cases harrows and parts	5 506	134- 5	
40	2 bales cotton duck	541	16-11	
	1 box sparking plugs	9	0- 3	10291
	1 bbl dry batteries	134	6- 6	
	5 bdls oars	543	27- 4	
	6 crates refrigerators	1 124	121- 0	
	2 crates "	517	48- 8	
	20 cases lub oil	1 804	40- 0	
	2 cases wood screws	539	8- 1	
41	30 bbls lub oil	13 761	357- 6	
	145 cases " "	12 269	290- 0	
42	13 bbls lub oil	1 327		
	5 bbls "	2 200		10292
	4 bbls "	1 749	143- 0	
	15 cases turpentine	1 239	30- 0	
	15 cases lubricating oil	1 388	30- 0	
	12 bdls wheelbarrows	1 643	78- 9	
	3 bdls boat cars	561	27- 2	
		813 747	35872-11	

10293

DEFENDANT'S EXHIBIT #25 (Contd)
Sheet #7

	B/L No.	*Freight* Weight	*Basis.* Measurement	Rate	Freight	Conditional Landing Charge.	Total	Remarks
	38		73	34c	24 82		24 82	
	39		134	34c	45 56		45 56	
	40		17	30½c	5 19			
			.....		.....		.....	
			7	42c	2 94			
			27	36c	9 72			
10294			.....		.....		.....	
			170	39c	66 30			
			40	18c	7 20			
		539		14 40	3 46		94 81	
	41		358	2 16EA	64 80			
			290	18c	52 20		117 00	
	42		.....		.....		.....	
			.....		.....		.....	
			143	2 16EA	25 92			
			30	65cEA	9 75			
10295			30	18c	5 40			
			79	32c	25 28			
			27	36c	9 72		76 07	
		144 594	33313		8446 53		8446 53	

10296

DEFENDANT'S EXHIBIT #25 (Contd) 10297

Hamburg South American Steamship Company and Hamburg-American Line.

Joint Service New York-Brazil.

Funch, Edye & Co., Agents, New York.

Manifest and freight List of S. S. "Santa Ursula" Captain Dohrn from Santos No. 4-R.

B/L No.	Shippers	Consignees	Marks	
43	American Trading Co	Order	L & Co	10298
44	American Trading Co	Caetano Castellano & Co	C C & Co	
45	Sao Paulo Tramway Light & Power Co Ltd	Sao Paulo Tramway Light & Power Co Ltd	(S P)	
46	S E Heymann & Co	Order	F S & Co	
47	Hagemeyer Trading Co	Order	B	
48	" "	Order	C	
49	American Trading Co	Order	D S & F	10299
50	Crossman & Sielcken	Rieckmann & Co	R K P	
51	American Trading Co	C P Vianna & Co	V	
52	G Amsinck & Co	Order	S H S P	

10300

2575

10301

DEFENDANT'S EXHIBIT #25 (Contd)
Sheet #2

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
	Brought forward	813 747	35872-11
43	30 cases hinges	5 560	37- 6
	100 cases turpentine	8 800	200- 0
	20 bbls corn shellers	4 000	130- 0
44	3 cases hardware	478	10-11
10302	2 cases ratchet braces	400	14-10
	2 cases auger bits	470	13- 6
	6 cases tacks	456	9- 6
	1 case dividers	219	4- 1
	14 cases plows	10 114	234- 5
45	48 pieces rails and fittings	60 920	
	3 cases "	5 350	350- 0
	72 pieces "	68 990	
	3 cases "	5 390	520- 0
	2 pieces structural steel	4 828	153- 4
46	30 kegs grease	3 315	92- 6
10303 47	500 sacks flour	48 500	1083- 4
48	500 sacks flour	48 500	1083- 4
49	500 bags flour	48 750	1083- 4
50	20 cases scales	3 240	80- 0
51	200 cases turpentine	17 600	400- 0
	2 cases bits	510	6- 8
52	30 Bbls rosin	15 902	360- 0

10304

2576

DEFENDANT'S EXHIBIT #25 (Contd) 10305

Sheet #3

B/L No.	Weight	Measurement	Rate	Freight	Conditional Landing Charge	Total	Remarks
Brt Fwd							
	144 594	33313		8446 53		8446 53	
43	5 560		14 40	35 74			
		200	65cEA	65 00			
		130	31c	40 30		141 04	
44		.....		.....		.....	10306
		.....		.....		.....	
		39	15 60	15 21			
		10	14 40	3 60			
		4	39c	1 56			
		234	31c	72 54		92 91	
45		.....		.....		.....	
		.....		.....		.....	
		.....		.....		.....	
	140 650		8 40	527 44			
		153	8 40	32 13		559 57	10307
46		93	18c	16 74		16 74	
47		1083	40cEA	200 00		200 00	
48		1083	40cEA	200 00		200 00	
49		1083	40cEA	200 00		200 00	
50		80	36c	28 80		28 80	
51		400	65cEA	130 00			
	510		15 60	3 55		133 55	
52	15 902		1 25	70 99		70 99	

10308

10309 DEFENDANT'S EXHIBIT #25 (Contd)
Sheet #4

B/L No.	Shippers	Consignees	Marks
53	American Trading Co	Vianna & Co	V
54	S E Heymann & Co	Order	S W 2576
55	S E Heymann & Co	Order	2684
10310 56	Sao Paulo Electric Co Ltd	Sao Paulo Electric Co Ltd	S
57	David T Warden Agt Standard Oil Co of Brazil	Order	(S O Co)
58	" "	Order	(S O Co)
59	" "	Order	O (S) Co
60	American Trading Co	Order	F P & Co
61	Crossman & Sielcken	Theodor Wille & Co	T W & Co
62	The Baldwin Loco Works	Order	C P

10311

10312

DEFENDANT'S EXHIBIT #25 (Contd) 10313

Sheet #5

B/L No.	Packages and Contents	Weight of Cargo	Meas. of Cargo
53	200 bbls rosin	98 635	2400- 0
54	100 cases grease	12 943	375- 0
	5 bbls grease	2 357	70- 0
55	150 cases grease	19 413	562- 6
56	3000 bbls cement	1 200 000	15000- 0
57	1 case fire extinguishers	53	1- 1
58	1 case "	53	1- 1 10314
59	30000 cases ref petroleum Brindilla brand	2 439 375	60000- 0
	1 case dictionary	22	0- 6
60	50 bbls cotton seed oil	17 591	458- 4
61	200 bbls cotton seed oil	70 394	1833- 4
	50 cases cotton seed oil	4 500	100- 0
62	3 boilers	131 847	6091- 9
	42 Bxs & Crates machinery	311 690	
	3 tank frames	32 400	
	6 tank trucks	57 600	10315
	12 prs driving wheels	94 050	
	3 engine trucks	11 550	
	6 castings	10 500	13605- 0
		5 691 012	142238- 9

10316

10317 DEFENDANT'S EXHIBIT #25 (Contd)
Sheet #6.

B/L No.	*Freight* Weight	*Basis.* Measurement	Rate	Freight	Conditional Freight Charge	Total	Remarks
53	98 635		1 25	440 34		440 34	
54		375	18c	67 50			
		70	2 16EA	10 80		78 30	
55		563	18c	101 34		101 34	
56	1200 000		7 80	4178 57		4178 57	
57		1	MIN	5 00		5 00	
10318 58		1	MIN	5 00		5 00	
59		60000	30cEA	9000 00			
		1	39c	39		9000 39	
60		458	25c	114 50		114 50	
61		.....		.....		.....	
		1933	25c	483 25		483 25	
62		6092	35c	2132 20			
		.....		.....		.....	
		.....		.....		.....	51 heavy lifts see
		.....		.....		.....	heavy lift
10319		.....		.....		.....	sheet
		.....		.....		.....	
		13605	22c	2993 10		5125 30	
	1605 851	121004		29622 12		29 622 12	

10320

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

FUNCH, EDYE & Co., Agents, New York.

Manifest and freight List of S. S. "SANTA URSULA" CAPTAIN DOHRN from New York, for SANTOS No. 5-R.

B/L No.	Shippers	Consignees	Marks	10322
63	The Baldwin Loco Works	Order	C P	
64	The Baldwin Loco Works	Order	E F Noroeste Brazil Linha Itapura	
65	American Trading Co	Order	(M B)	
66	Lansing Co	Cia Mechanica E Importadora de Sao Paulo	38 / 2671	
67	Lage McLean & Co Inc	Cassio Muniz & Co	C M CO	10323
68	Byrnes & Lowery	Order	B & L	

10324

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10325 DEFENDANT'S EXHIBIT #25 (Contd)

B/L No.	Packages and Contents	Sheet #2 Weight of Cargo	Meas. of Cargo
	Brought Forward	5 691 012	142238- 9
63	2 boilers	40 100	
	6 Prs driving wheels	31 200	
	4 engine trucks	15 400	
	36 boxes and crates machinery	152 424	7298- 0
64	28 boxes and crates machinery	123 500	
10326	2 Tank frames	11 500	
	4 tank trucks	22 000	
	2 boilers	38 800	
	6 prs driving wheels	28 800	
	2 engine trucks	4 700	
	2 castings	1 200	
	3 boxes machinery	2 140	7550- 5
65	15 Pkgs Ea 4 CS sewing machines	2 472	142- 1
	2 cases typewriter supplies	486	16- 4
	6 cases pumps	1 395	40- 6
10327	46 cases pulley bushings	18 175	161- 0
	47 cases pulley bushings	18 130	146- 0
66	20 bdls wheelbarrows	15 200	295-10
67	20 bdls wheelbarrows K D	2 525	161- 3
	1 case typewriter extra parts electrotypes & adv matter	76	3- 8
	6 cases typewriters	511	22- 0
68	1 case camera & accessories	150	5- 6

10328

DEFENDANT'S EXHIBIT #25 (Contd) 10329

Sheet #3.

B/L No.		*Freight Basis.* Weight	Measurement	Rate	Freight	
Brt	Fwd	1 605 851	121004		29622 12	
63		.....	.....		.....	
		.....	.....		.....	
		.....	.....		.....	
			7298	22c	1605 56	
64		.....	.....		.....	
		.....	.....		.....	10330
		.....	.....		.....	
		.....	.....		.....	
		.....	.....		.....	
		.....	.....		.....	
		.....	.....		.....	
			7550	22c	1661 00	
65			142	23c	32 66	
			16	39c	6 24	
			41	31c	12 71	
		36 305		66c	239 61	10331
		.....	.....		.....	
66			296	29c	85 84	
67			161	32c	51 52	
		.....	.....		.....	
		.....	.....		.....	
			26	42c	10 92	
68			6	MIN	5 00	

10332

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10333 DEFENDANT'S EXHIBIT #25 (Contd)
Sheet #4.

B/L No.	Conditional Landing Charge.	Total	Remarks
Brt Fwd		29622 12	
63		.....	
		.....	
		.....	22 heavy lifts see
		1605 56	heavy lift sheet
10334 64		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	22 heavy lifts see
		1661 00	heavy lift sheet
65		.....	
		.....	
10335		.....	
		291 22	
		.....	
66		85 84	
67		.....	
		.....	
		.....	
		62 44	
68		5 00	

Sheet #5

10336

No.	B/L Shippers	Consignees	Marks
69	American Trading Co	Order	J I & Co
70	Sao Paulo Tramway Light & Power Co Ltd	Sao Paulo Tramway Light & Power Co Ltd	(S P)

DEFENDANT'S EXHIBIT #25 (Contd) 10337

Sheet #6

B/L No.		Packages and Contents	Weight of Cargo	Meas. of Cargo	
69	10	cases shoe polish	940	27-10	
	60	crates shoe dressing	4 800	160- 0	
	1	case shoe eyelets			
	1	case sample boards	341	6- 2	
70	269	bdls sheet steel	40 883	216- 0	
	311	bdls " "	47 727	252- 0	
	20	pcs steel beams	34 025	450- 0	10338
	1	bbl steel angles	1 207	14- 7	
	1	case elec material	103	1- 4	
	1663	pcs structural steel	250 448		
	101	bdls "	14 995		
	37	cases "	8 397	3907- 0	
	47	cases electrical material	75 283		
	1	reel cable	171	1409- 0	
	63	cases electric material	78 280		
	1	reel cable	465	1521- 9	
	2	cases electric material	770	15- 4	10339
	1	case electric material	76	3- 9	
	1	case "	38	2- 9	
	1	case "	32	2-11	
	31	cases "	1 715	130- 2	
	80	cases "	12 400	266- 8	
	1	case "	114	3- 8	
	200	coils conduit	6 940	300- 0	
	19	cases lamps	6 946		
	9	casks globes	1 906	775- 7	
	4	cases electric material	1 005	48- 9	10340
	1	case "	77	2- 5	
	1	case tools	39	1- 6	
	1	case electric material	68	2-10	
	1	case electric material	145	4- 3	
			6 812 232	167607- 7	

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10341 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #7.

B/L No.	Freight Basis Weight	Freight Basis Measurement	Rate	Freight	Conditional Landing Charge	Total	Remarks
69		188	33c	62 04			
		.....	.....	.....			
		.....	.....	.....			
		6	39c	2 34		64 38	
70		.....	.....	.....		.....	
		.....	.....	.....		.....	
10342		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		2786	8 40	585 06			
10343		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
10344		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
		.....	.....	.....		.....	
	502 621		8 40	1884 83		2469 89	
	2 144 777	139520		35867 45		35867 45	

DEFENDANT'S EXHIBIT #25 (Contd) 10345

HAMBURG SOUTH AMERICAN STEAMSHIP COMPANY AND HAMBURG-AMERICAN LINE.

JOINT SERVICE NEW YORK-BRAZIL.

Funch, Edye & Co., Agents, New York.

Manifest and freight list of S. S. "SANTA URSULA" Captain DOHRN from NEW YORK, for SANTOS No 6-R.

B/L No.	Shippers.	Consignees	Marks	
71	Sao Paulo Tramway Light & Power Co Ltd	Sao Paulo Tramway Light & Power Co Ltd	(S P)	10346
72	David S Hays	Order	(M & B)	

Sheet #2.

B/L No	Packages and Contents	Weight of Cargo	Meas. of Cargo	
	—Brought Forward—	6 812 232	167607- 7	
71	11 Cases Oiled Clothing	3 014	109- 1	
	1 Case Car Material	35	0- 7	
	4 Cases Tools	803	5- 1	
	5 Kegs Nails	530	1- 6	10347
	1440 Pieces Structural Steel	58 860		
	270 Bbls "	9 990		
	9 Cases "	4 213		
	9 Bbls "	3 423	850- 0	
	96 Coils Copper Wire	5 418	216- 0	
	1 Bale Felt	216	26- 2	
	1 Case Electric Material	702	15-10	
	8 Bbls Insulators	2 040	73- 4	
	375 Bdls Steel	22 626	1062- 6	
	27 Reels Ins Copper Wire	37 144	1138- 6	10348
	4 Cases "	1 849	50-10	
	4 Cases Iron Pipe Fittings	1 195		
	7 Crates "	1 612		
	1 Bbl "	237	45- 5	
72	13 Cases Agri Implements	7 729	300- 8	
	3 Boilers			
	9 Cases Machinery & Parts	15 822	520- 0	
	1 Case Machinery	3 875	77-11	
		6 993 565	172101- 0	
	Less B/L 70 1 Case Elec Material 5 C Ft at 8 40 Deduct		5- 0	
		6 993 565	172096- 0	

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10349 DEFENDANT'S EXHIBIT #25 (Contd)

Sheet #3.

B/L No.	Weight	Freight Basis Measurement	Rate	Freight
Brt. Frwd.				
	2 144 777	139520		35867 45
71		109	69c	75 21
	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
10350	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
	77 854		8 40	291 95
	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
10351	.....	.....		.....
	.....	.....		.....
	.....	.....		.....
		2629	8 40	552 09
72		301	34c	102 34
	.....	.....		.....
	.....	.....		.....
		598	29c	173 42
	2 222 631	143157		37062 46
10352 Less B/L 70 1 Case Elec Material 5 C Ft at 8 40 Deduct		5		1 05
	2 222 631	143152		37061 41

B/L No	Conditional Landing Charge	Total	Remarks
Brt. Frwd		35867 45	
71		.....	OILED CLOTHING
		.....	ON DECK
		.....	
		.....	
		.....	10354
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	
		.....	10355
		.....	
		.....	
		919 25	
72		.....	
		.....	
		.....	
		275 76	
		37062 46	
Less B/L 70 1 Case Elec Material 5 C Ft at 8 40	Deduct	1 05	10356
		37061 41	

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Total Vacant Space

	June	3	Theodor Wille	25660 Cu ft	Coal
	June	10	Santa Theresa	39100 " "	
	June	25	Sieglinde	Full Ship	Coal
	July	11	Christian X	51000 Cu ft	
	July	25	Monte Penedo	42300 " "	
	Aug	13	Nassovia	Full ship	Coal
	Aug	25	Santa Lucia	72700 Cu ft	
10358	Sept	10	Santa Catharina	Full ship	
	Sept	25	Sieglinde	Full ship	Coal
	Oct	10	Christian X	68100 Cu ft	
	Oct	25	Beoeburn	900 "	
	Nov	10	Monte Penedo	Full ship 109540	Coal
	Nov	25	Dalblair	Full ship	
	Dec	10	Santa Lucia	98000 Cu ft	
	Dec	25	Santa Catharina	11000 "	
	Jan	10	Sieglinde	47700 "	Coal
10359	Feb	10	Christian X	8500 "	
	Feb	25	Gunther	Full ship	Coal
	Mar	12	Monte Penedo	31700 Cu ft	
	March	25	Santa Lucia	6800 "	
	Apr	10	Santa Catharina	17400 "	

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DEFENDANT'S EXHIBIT #26 (Contd)

STATEMENT OF BRAZIL SAILINGS

Jan. 1907 to May 10th, 1913

SHOWING PORTS OF CALL PAYABLE TONS AND VACANT SPACE

Date Sailed		Steamer	Ports of Call	Payable Tons	Vacant Space
1907					
Jan	20	Siegmund	Bahia Rio Santos	1572	112898
Mar	14	Gutrune	Perno Maceio Bahia Rio Sao Francisco Rio Grande	4242	....
Mar	21	Gunther	Bahia Rio Santos Rio Grande	4012	....
Apr	8	Sieglinde	Maceio Rio Santos	2632	67900
Apr	19	Siegmund	Bahia Rio Santos	3953	10600
Jun	17	Gutrune	Pernambuco Rio Santos	3717	....
July	2	Gunther	Cabedello Perno Maceio Rio Rio Grande	4132	....
Jul	19	Siegmund	Bahia Rio Santos	3886	5000
Aug	1	Sieglinde	Perno Rio Santos	3714	26400
Sept	6	Hero	Perno Bahia Rio Santos	2619	5600
Sept	19	Gutrune	Perno Maceio Victoria Rio Santos Rio Grande	3865	....
Oct	1	Corrientes	Perno Maceio Rio Santos	4937	2700
Oct	15	Siegmund	Bahia Rio Santos Sao Francisco Rio Grande	4169	....
Nov	1	Gunther	Cabedello Pernambuco Bahia Victoria Rio Santos	4048	....
Nov	15	Sieglinde	Rio Santos Paranagua Florinapolis Rio Grande	3957	....
Nov	30	Christiania	Perno Maceio Bahia Rio Santos	3858	....
Dec	14	Gutrune	Rio Santos Sao Francisco Rio Grande	3977	....
Dec	31	Corrientes	Cabedello Perno Bahia Victoria Rio Santos	3160	67100

10364 10363 10362 10361

DEFENDANT'S EXHIBIT #26 (Contd)

STATEMENT OF BRAZIL SAILINGS

Jan. 1907 to May 10th, 1913

SHOWING PORTS OF CALL PAYABLE TONS AND VACANT SPACE

Date Sailed		Steamer	Ports of Call	Payable Tons	Vacant Space
1908					
Jan	15	Siegmund	Rio Santos Paranagua Sao Francisco Florinapolis Rio Grande	3451	5000
Feb	1	Gunther	Pernambuco Maceio Bahia Rio Santos	2996	21000
Feb	15	Sieglinde	Pernambuco Rio Santos Sao Francisco Rio Grande	3605	2500
Feb	29	Christiania	Cabedello Pernambuco Bahia Rio Santos	3403	....
Mar	14	Gutrune	Rio Santos Paranagua Florinapolis Rio Grande	3833	....
Apr	1	Corrientes	Pernambuco Maceio Bahia Rio Santos	3985	36800
Apr	15	Siegmund	Rio Santos Sao Francisco Rio Grande	3411	5600
May	1	Gunther	Cabedello Perno Bahia Rio Santos	2599	33000
May	15	Sieglinde	Rio Santos Paranagua Sao Francisco Florinapolis Rio Grande	2304	57598
June	1	Christiania	Perno Maceio Bahia Rio Santos	2650	16432
Jun	15	Gutrune	Rio Santos Paranagua Sao Francisco Rio Grande	1991	60183
July	1	Corrientes	Perno Maceio Bahia Rio Santos	1690	126322
Jul	15	Siegmund	Rio Santos Paranagua Florinapolis Rio Grande	1483	92594
Aug	20	Gunther	Perno Bahia Rio Santos	2045	79842
Sept	1	Sieglinde	Rio Santos Paranagua Rio Grande	2556	61094
Sept	25	Corrientes	Perno Bahia Rio Santos	2174	122367
Oct	24	Siegmund	Natal Cabedello Perno Maceio Bahia Rio Santos	3288	13600
Nov	25	Gunther	Perno Maceio Rio Santos Paranagua Sao Francisco Florinapolis Rio Grande	3817	....
Dec	24	Sieglinde	Perno Bahia Rio Santos São Francisco Florin-	3445	54931

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Dec	24	Sieglinde	Perno Bahia Rio Santos Sao Francisco Florinapolis Rio Grande	3445	54931
1909					
Jan	9	Corrientes	Natal Cabedello Perno Bahia Rio Santos Florinapolis Rio Grande	3397	53290
Feb	10	Siegmund	Perno Bahia Rio Santos Paranagua Sao Francisco Rio Grande	4364	....
Mar	10	Gunther	Perno Maceio Bahia Rio Santos Sao Francisco Rio Grande	4415	....
Apr	10	Sieglinde	Perno Bahia Rio Santos Sao Francisco Florinapolis Rio Grande	4175	2545
May	10	Siegmund	Natal Perno Maceio Bahia Rio Santos Florinapolis Rio Grande	4354	....
June	3	Corrientes	Pernambuco Maceio Rio Santos Rio Grande	5590	....
June	10	Desterro	Cabedello Pernambuco Maceio Bahia Rio Santos Rio Grande	3438	3000
Jul	10	Galicia	Perno Maceio Rio Santos Paranagua Sao Francisco Florinapolis Rio Grande	4288	1200
Aug	15	Ripley	Perno Maceio Rio Santos Paranagua Sao Francisco Rio Grande	6755	....
Sept	10	Desterro	Perno Maceio Rio Santos Sao Francisco Florinapolis Rio Grande	3456	....
Oct	9	Corrientes	Cabedello Perno Rio Santos Rio Grande	4833	12469
Nov	10	Galicia	Perno Maceio Rio Santos Paranagua Sao Francisco Florinapolis Rio Grande	4127	1000
Dec	10	Desterro	Cabedello Pernambuco Maceio Rio Santos Sao Francisco Rio Grande	3405	....

DEFENDANT'S EXHIBIT #26 (Contd)

STATEMENT OF BRAZIL SAILINGS

Jan. 1907 to May 10th, 1913

SHOWING PORTS OF CALL PAYABLE TONS AND VACANT SPACE

Date Sailed		Steamer	Ports of Call	Payable Tons	Vacant Space
1910					
Jan	13	Corrientes	Cabedello Pernambuco Bahia Victoria Rio de Janeiro Santos Florinapolis Rio Grande	4912	....
Feb	11	Galicia	Pernambuco Bahia Rio Santos Paranagua Sao Francisco Florinapolis Rio Grande	4497	....
Apr	1	St Oswald	Pernambuco Victoria Rio Santos Rio Grande 850 tons coal A-C charters.	6625	5900
Apr	12	St Johann	Perno Bahia Rio Santos Paranagua Sao Francisco Rio Grande 700 tons coal A-C owners.	6474	....
May	5	Corrientes	Cabedello Perno Bahia Rio Santos Rio Grande	6211	2000
May	10	Desterro	Rio Santos Paranagua Rio Grande	3804	1800
May	26	Galicia	Cabedello Perno Rio Santos Florinapolis Rio Grande	5065	....
June	24	Woglinde	Perno Bahia Rio Santos Paranagua Sao Francisco Rio Grande	7756	....
July	19	Oppurg	Perno Bahia Rio Santos Sao Francisco Florinapolis Rio Grande	6607	17771
Aug	10	Desterro	Perno Bahia Rio Santos Rio Grande	3642	....
Aug	26	Westlands	Perno Victoria Rio Santos Paranagua Sao Francisco Rio Grande	5348	....
Sept	14	Galicia	Perno Rio Santos Paranagua Rio Grande	4840	....
Sept	27	Ince-Bank	Cabedello Perno Victoria Rio Santos Sao Francisco Rio Grande	6059	....
Oct	23	Woglinde	Perno Bahia Rio Santos Paranagua Sao Francisco Rio Grande	7049	....
Nov	10	Oppurg	Perno Maceio Rio Santos Paranagua Florinapolis Rio Grande	7267	....
Dec	19	Chatham	Perno Bahia Victoria Rio Santos Paranagua		

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apolis Rio Grande
Dec 10 Chatham Perno Bahia Victoria Rio Santos Paranagua

1911					
Jan	14	Galicia	Cabedello Perno Rio Santos Paranagua Rio Grande	4611	....
Feb	18	Woglinde	Pernambuco Rio Santos Paranagua Rio Grande	7180	....
Mar	10	Oppurg	Pernambuco Rio Santos Paranagua Sao Francisco Florinapolis Rio Grande	5499	60971
Apr	13	Nassovia	Cabedello Victoria Rio Santos Sao Francisco Florinapolis Rio Grande	6857	14700
May	17	Ince-Bank	Perno Rio Santos Paranagua Sao Francisco Rio Grande	6452	....
June	17	Woglinde	Perno Rio Santos Paranagua Sao Francisco Rio Grande	6547	32184
July	15	Overdale	Perno Rio Santos Paranagua Florinapolis Rio Grande	6457	....
Aug	17	Nassovia	Perno Rio Santos Paranagua Sao Francisco Rio Grande	7273	....
Sept	14	Wellgunde	Rio Santos Paranagua Sao Francisco Rio Grande	7550	....
Sept	30	Crossby	Pernambuco Rio Santos Paranagua Sao Francisco Rio Grande	7396	....
Oct	15	Woglinde	Pernambuco Bahia Victoria Rio Santos Rio Grande	7336	....
Nov	20	Overdale	Victoria Rio Santos Sao Francisco Rio Grande	6602	....
Dec	13	Nassovia	Victoria Rio Santos Paranagua Sao Francisco Florinapolis Rio Grande	6976	....

10380 10379 10378 10377

DEFENDANT'S EXHIBIT #26 (Contd)
STATEMENT OF BRAZIL SAILINGS
Jan. 1907 to May 10th, 1913
SHOWING PORTS OF CALL PAYABLE TONS AND VACANT SPACE

Date Sailed		Steamer	Ports of Call	Payable Tons	Vacant Space
1912					
Jan	11	Wellgunde	Rio Santos Rio Grande	7984	....
Jan	28	Crossby	Perno Victoria Rio Santos Paranagua Rio Grande	7751	2500
Feb	17	Woglinde	Perno Victoria Rio Santos Paranagua Sao Francisco Rio Grande	7741	2100
Mar	16	Theodor Wille	Perno Rio Santos Florinapolis Rio Grande	5792	23400
Apr	6	Santa Anna	Victoria Rio Santos Paranagua San Francisco Rio Grande	7312	7500
Apr	14	Lord Sefton	Pernambuco Rio Santos Paranagua Florinapolis Rio Grande	8247	16900
May	9	Nassovia	Victoria Rio Santos Sao Francisco Rio Grande	6337	12900
May	24	Wellgunde	Perno Rio Santos Rio Grande	6991	6500
June	8	Numantia	Victoria Rio Santos Paranagua Sao Francisco Rio Grande	7332	....
June	16	Woglinde	Perno Rio Santos Rio Grande	7360	12800
July	13	Santa Ursula	Perno Victoria Rio Santos Paranagua Sao Francisco Rio Grande	6904	17300
Aug	16	Santa Rosa	Pernambuco Maceio Victoria Rio Santos Paranagua Sao Francisco Rio Grande	7615	13600
Sept	7	Nassovia	Rio Santos	6478	2300
Sept	15	Wellgunde	Pernambuco Victoria Rio Santos Paranagua Rio Grande	7019	9900
Sept	26	Santa Theresa	Rio Santos Sao Francisco Florinapolis Rio Grande	7076	....
Oct	12	Woglinde	Pernambuco Rio Santos Paranagua Rio Grande	7214	1200
Nov	15	Numantia	Pernambuco Victoria Rio Santos Paranagua Rio Grande	8264	8100
Dec	17	Santa Ursula	Rio Santos	7511	....

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			Rio Grande	8264	8100
Dec	17	Santa Ursula	Rio Santos	7511	....

1913					
Jan	2	Santa Rosa	Rio Santos Paranagua Sao Francisco Rio Grande	7563	5700
Jan	6	Nassovia	Pernambuco Victoria Rio Santos	6641	3100
Jan	18	Sierra Blanca	Pernambuco Victoria Rio Santos Rio Grande	6746	8300
Feb	13	Lord Erne	Rio Santos	7596	....
Feb	22	Santa Theresa	Bahia Victoria Rio Santos Sao Francisco Rio Grande	7026	....
Mar	8	Christian X	Rio Santos Paranagua	8279	22300
Mar	25	Macedonia	Perno Bahia Rio Santos Florinapolis Rio Grande	7800	....
Apr	10	Santa Barbara	Perno Maceio Bahia Victoria Rio Santos	6870	2000
Apr	25	Valesia	Rio Santos Paranagua Sao Francisco Rio Grande	6018	3100
May	10	Santa Rosa	Pernambuco Victoria Rio Santos	5368	90000

10388 10387 10386 10385

10389 DEFENDANT'S EXHIBIT #27.—*Clegg, direct 8869.*

Movements of steamers loaded by the

UNITED STATES & BRAZIL STEAMSHIP LINE.

	Steamer	From New York	Arrived at Rio de Janeiro
	.....	.....	.....
	J. L. Luckenbach	10th Sept., 1913	4th Oct.
	American	9th Oct., "	29th "
10390	Californian	16th Nov., "	8th Dec.
	Hawaiian	3rd Jan., 1914	25th Jan.
	American	23rd Jan. "	Arrived Santos 16 Feb.
	Californian	7th Mar., "	" 29 March
	Hawaiian	10th April "	Arrived Rio 29 Apl.
		(advertised to sail)	
	Californian	20th May, "	
	Hawaiian	20th June, "	
10391	American	20th July, "	
	Californian	20th Aug., "	

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DEFENDANT'S EXHIBIT #

ARTICLES.		1908	1909	Impor QUA
Articles, the growth, etc., of the United States, returned	free	.....	.....	.....
Chemicals, drugs, dyes, and medicines:				
Wax, vegetable and mineral	lbs. free	1,082,151	1,561,589	2,0
All other	free	.....	.....	.....
Cocoa or cacao, crude	lbs. free	17,185,813	13,920,843	13,4
Coffee	lbs. free	697,845,096	818,444,714	699,2
Copper: Pigs, ingots, bars, etc	lbs. free	280	8,858	.....
Feathers and downs, etc	dut.	.....	.....	.....
Fruits and nuts:				
Cream and Brazil nuts	lbs. free	17,374,694	23,125,504	27,5
All other	free	.....	.....	.....
	(dut.	.....	.....	.....
Hair, unmanufactured	lbs.[1] free	.....	.....	.....
Hides and skins (except fur skins):				
Goatskins	lbs. free	3,709,887	4,150,512	3,97
All other	lbs. (free	1,434,199	2,478,518	4,28
	(dut.	483,253	1,703,878	21
Hide cuttings, raw and other glue stock	free	.....	.....	.....
India rubber, crude	lbs. free	32,645,173	43,993,670	39,51
Manganese, oxide and ore of	tons free	34,422	24,050	4
Seeds: Castor beans or seed[2]	bush dut.	.....	.....	15
Sugar, not above No. 16 D. S.	lbs. dut.	562,178	25,377,704	6,86
Wood, unmanufactured: Cabinet woods	free	.....	.....	.....
Wool unmanufactured	lbs. dut.	8,424	93,448	8
All other free and dutiable articles		.....	.....	.....
Total free of duty		.....	.....	.....
Total dutiable		.....	.....	.....
Total imports of merchandise		.....	.....	.....

[1] Quantity not stated prior to 1911.

[2] Included in "All other articles" prior to 1910.

DEFENDANT'S EXHIBIT #28.—*Clegg, direct 8871.*

BRAZIL

Imports from.

QUANTITIES.

ICLES.		1908	1909	1910	1911	
ne United States, re-						
.....	free	.....	.....	.....	.....	...
dicines:						
.....	lbs. free	1,082,151	1,561,589	2,065,736	1,394,258	
.....	free	.....	.....	.....	.....	...
C.....	lbs. free	17,185,813	13,920,843	13,459,981	14,782,685	1
C.....	lbs. free	697,845,096	818,444,714	699,242,060	651,148,172	63
C.....	lbs. free	280	8,858	.....	.....	...
F.....	dut.	.....	.....	.....	.....	...
F						
.....	lbs. free	17,374,694	23,125,504	27,595,642	17,564,724	2
.....	free	.....	.....	.....	.....	...
	(dut.	.....	.....	.....	.....	...
H.....	lbs. [1] free	.....	.....	.....	647,845	
Hins):						
.....	lbs. free	3,709,887	4,150,512	3,970,806	2,987,925	
.....	lbs. (free	1,434,199	2,478,518	4,286,393	1,505,650	
	(dut.	483,253	1,703,878	211,098	.....	...
Hilue stock.....	free	.....	.....	.....	.....	...
In.....	lbs. free	32,645,173	43,993,670	39,510,920	31,020,764	4
Ma.....	tons free	34,422	24,050	45,650	57,700	
See.....	bush dut.	.....	.....	158,351	122,918	
Su.....	lbs. dut.	562,178	25,377,704	6,860,735	687,196	2
Wet woods.....	free	.....	.....	.....	.....	...
Wo.....	lbs. dut.	8,424	93,448	84,898	20,645	
Allicles.....		.....	.....	.....	.....	...
y.....		.....	.....	.....	.....	...
.....		.....	.....	.....	.....	...
merchandise		.....	.....	.....	.....	...

r to 1911.

articles'' prior to 1910.

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	1912	VALUES 1908	1909	1910	1911	1912
.	.....	30,143	43,702	29,839	29,382	32,894
8	1,950,201	279,594	322,832	456,553	429,626	625,120
.	.....	45,069	38,150	37,917	36,075	67,716
5	17,173,568	2,982,067	1,480,945	1,312,727	1,356,496	1,800,755
2	632,527,267	48,317,337	57,067,961	52,917,023	66,449,687	83,869,713
.	.....	16	1,507	.....	.....	.....
.	.....	8,100	24,058	21,605	16,679	11,844
4	21,453,745	655,245	659,329	1,214,479	800,989	1,081,926
.	.....	100	13,285	2,883	2,814	1,326
.	.....	63	168	580	1,972	88
5	430,558	85,310	116,170	167,646	149,300	106,238
5	3,600,012	1,719,357	2,194,682	2,610,970	1,671,686	2,063,968
0	2,069,743	417,306	759,582	996,086	409,516	549,047
.	.....	81,264	253,724	35,704	.....	.....
.	.....	14,461	33	5,430	9,682	14,894
4	46,762,744	19,284,856	34,265,807	47,321,181	28,521,865	31,888,425
0	63,680	400,664	210,148	446,309	534,263	421,680
8	44,633	.....	.....	192,397	162,313	55,374
6	26,963,304	12,806	482,913	151,637	13,063	999,372
.	.....	17,972	29,486	39,424	32,405	73,254
5	55,722	511	5,806	7,460	1,982	5,033
.	.....	225,623	82,941	186,641	237,389	212,977
.	.....	74,462,813	97,261,855	107,599,155	100,457,075	122,699,451
.	.....	115,051	791,374	555,336	410,109	1,182,193
.	.....	74,577,864	98,053,229	108,154,491	100,867,184	123,881,644

DEFENDANT'S EXHIBIT #28 (Contd)

DOMESTIC EXPORTS

Exports to

ARTICLES.	QUANTITIES.					VALUES				
	1908	1909	1910	1911	1912	1908	1909	1910	1911	1912
Agricultural implements, and parts of						331,224	177,299	324,588	441,841	426,124
Blacking						26,096	24,831	30,875	40,575	31,464
Breadstuffs:										
Wheat flour bbls.	306,871	291,594	359,708	520,084	625,399	1,640,774	1,671,503	2,104,509	2,840,788	3,277,981
All other						40,731	50,384	66,445	75,784	75,916
Cars, carriages, other vehicles, and parts of:										
Automobiles No.	55	24	64	181	554	77,363	26,892	67,687	225,083	662,883
Cars, passenger and freight						520,465	532,748	552,045	531,755	1,243,293
Cycles and motor cycles, and parts of						8,172	5,073	7,370	16,833	17,596
All other						68,773	48,120	49,116	77,140	135,596
Chemicals, drugs, dyes, and medicines:										
Medicines, patent or proprietary						381,882	389,015	337,142	380,051	387,554
All other						136,387	143,758	179,572	210,594	251,949
Clocks and watches, and parts of						113,714	90,819	105,937	153,165	124,611
Coal: Bituminous tons	21,576	21,483	77,779	64,295	307,125	62,591	84,035	222,693	176,411	1,025,646
Copper, manufactures of						179,724	111,601	159,557	97,181	405,223
Cotton manufactures of:										
Cloths—										
Bleached and unbleached yds.	230,361	198,691	264,801	329,948	384,799	38,235	28,225	46,252	63,245	50,981
Dyed, colored or printed yds.	3,240,457	2,254,769	1,993,153	1,393,588	889,195	247,409	161,090	155,379	116,317	66,844
All other						87,901	75,862	187,129	233,622	190,887
Dental goods						68,553	90,456	126,632	197,592	159,815
Explosives:										
Cartridges						225,118	335,743	519,222	445,441	371,771
All other						369	3,336	13,865	9,872	30,523

(Defendants' Exhibit #28-a)

Fibers, vegetable, and textile grasses, manufactures of:										
Twine						66,595	78,174	92,213	56,863	54,959
All other						15,298	18,720	33,710	19,796	31,520
Fish:										
Salmon, canned lbs.	146,826	176,150	267,354	317,809	151,717	14,055	17,109	28,241	35,171	17,348
Shellfish						30,454	51,106	61,489	79,333	72,060
All other						28,717	32,135	89,430	92,435	73,958
Fruits and nuts						46,031	43,012	71,927	108,136	163,990
Glass and glassware						51,721	47,454	62,099	73,426	93,317
India rubber, manufactures of						59,867	84,462	105,145	150,465	199,239
Instruments, etc. electrical, and for scientific purposes						1,339,639	1,031,896	1,792,216	2,077,972	2,460,169

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DEFENDANT'S EXHIBIT #28-a (Contd)

DOMESTIC EXPORTS

Exports to

ARTICLES.	QUANTITIES. 1908	1909	1910	1911	1912	VALUES 1908	1909	1910	1911	1912
Iron and steel, and manufactures of:										
Rails for railways, of steel ....tons..	5,662	14,472	35,367	20,881	40,730	171,959	437,149	1,031,774	639,592	1,187,462
Structural iron and steel ....tons..	3,344	481	4,561	4,215	3,958	214,784	33,528	280,294	251,585	246,763
Wire ....lbs..	17,669,599	12,424,228	14,814,871	22,475,682	32,824,320	431,175	309,838	404,382	594,309	825,264
Builders' hardware and tools—										
Locks, hinges, and other builders' hardware....	.....	.....	.....	.....	.....	104,099	107,023	147,696	175,139	247,553
Saws and other tools	.....	.....	.....	.....	.....	502,488	313,678	395,096	549,649	620,361
Cutlery	.....	.....	.....	.....	.....	98,858	74,159	112,987	149,176	98,798
Firearms	.....	.....	.....	.....	.....	287,131	272,070	552,472	545,258	515,323
Machinery, machines, and parts of—										
Cash registers ....No...	224	452	433	1,274	1,246	44,202	65,936	78,470	186,733	188,574
Electrical machinery	.....	.....	.....	.....	.....	967,556	545,769	370,557	484,023	996,158
Metal-working machinery	.....	.....	.....	.....	.....	104,468	23,063	19,657	128,454	331,422
Mining machinery	.....	.....	.....	.....	.....	6,764	52,846	44,358	79,024	236,128
Printing presses	.....	.....	.....	.....	.....	13,033	3,411	31,657	95,352	17,607
Sewing machines	.....	.....	.....	.....	.....	419,680	457,306	774,810	929,506	1,011,264
Steam and other power engines, and parts of—										
Locomotives ....No...	51	47	95	93	92	622,395	509,241	1,043,395	1,199,601	1,251,824
All other and parts of	.....	.....	.....	.....	.....	382,367	291,900	169,481	498,281	440,490
Typewriting machines	.....	.....	.....	.....	.....	116,539	112,484	181,205	289,419	312,638
Woodworking machinery	.....	.....	.....	.....	.....	60,937	23,317	19,139	152,227	116,761
All other machinery, and parts of	.....	.....	.....	.....	.....	688,032	390,858	535,928	857,384	1,205,027
Nails and spikes ....lbs..	496,241	873,558	1,678,704	1,450,704	2,762,550	20,830	28,050	45,587	39,230	65,852
Pipes and fittings ....lbs..	1,234,351	1,237,464	6,115,126	4,362,562	8,229,676	51,373	48,808	178,633	145,965	243,374
All other iron and steel	.....	.....	.....	.....	.....	639,232	672,714	790,080	954,663	1,729,350
Jewelry, and manufactures of gold and silver....	.....	.....	.....	.....	.....	37,998	32,614	49,275	91,544	57,561
Lamps, chandeliers, etc. (except electric)....	.....	.....	.....	.....	.....	39,530	40,504	52,043	110,376	73,873
Leather and tanned skins, and manufactures of:										
Leather and tanned skins—										
Upper	.....	.....	.....	.....	.....	168,774	198,651	392,274	444,107	483,336
All other	.....	.....	.....	.....	.....	4,106	2,565	4,593	45,684	99,744
Manufactures of—										
Boots and shoes ....pairs.	51,146	38,509	53,204	72,372	85,342	151,407	104,118	144,780	206,884	234,817
All other	.....	.....	.....	.....	.....	14,767	9,264	21,847	15,775	27,647
Meat and dairy products:										
Bacon ....lbs..	1,796,959	1,662,505	1,133,678	959,811	958,879	205,250	202,037	170,337	146,022	122,995
Pork, pickled ....lbs..	5,400	31,600	211,919	375,060	168,415	504	2,835	22,278	43,677	16,635

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DEFENDANT'S EXHIBIT #28-a (Contd)

DOMESTIC EXPORTS

Exports to

ARTICLES.	QUANTITIES.					VALUES				
	1908	1909	1910	1911	1912	1908	1909	1910	1911	1912
Lard ..... lbs..	7,116,415	1,622,394	1,036,472	642,070	691,349	769,143	195,890	147,461	79,245	73,854
Butter ..... lbs..	165,329	63,160	5,434	278	598	28,580	10,911	1,204	61	120
All other	.....	.....	.....	.....	.....	15,006	19,138	36,323	66,678	44,451
Naval stores:										
Rosin ..... bbls.	149,080	143,779	146,997	173,812	176,964	666,209	566,845	692,560	1,103,286	1,165,873
Turpentine, spirits of ..... galls.	241,292	193,564	255,623	286,382	334,240	142,771	93,127	163,956	228,456	188,503
Oils:										
Animal—										
Lard[1] ..... galls.	3,680	5,800	2,893	3,481	3,411	2,474	4,115	3,212	2,738	2,882
All other ..... galls.	1,350	.....	.....	2,487	1,030	827	865	796	2,313	952
Mineral, refined—										
Illuminating ..... galls.	24,359,423	27,999,696	29,874,870	30,846,695	37,491,101	2,721,438	3,142,842	3,099,691	2,684,672	3,092,334
Lubricating ..... galls.	1,537,666	1,727,963	2,003,228	1,972,690	2,740,496	332,264	360,208	395,754	405,446	530,217
All other ..... galls.	443,068	583,052	1,148,004	2,262,007	5,137,719	93,096	96,918	167,241	333,545	718,626
Vegetable—										
Cottonseed ..... lbs..	5,771,720	2,391,863	2,945,690	3,188,925	3,016,045	365,663	150,645	207,999	255,462	192,500
All other	.....	.....	.....	.....	.....	1,407	3,565	11,270	5,582	2,868
Paints, pigments, colors, and varnishes	.....	.....	.....	.....	.....	75,565	68,869	75,332	146,729	149,397
Paper, and manufactures of:										
Books, maps, engravings, etc	.....	.....	.....	.....	.....	276,191	230,353	207,245	211,163	169,584
Printing paper ..... lbs.	348,846	140,321	243,280	134,472	126,306	11,963	4,653	8,807	7,238	6,511
All other	.....	.....	.....	.....	.....	60,901	59,263	60,776	87,456	82,687
Paraffin and paraffin wax ..... lbs.	187,227	168,548	185,484	193,891	209,805	11,452	11,228	10,951	8,186	8,640
Perfumeries, cosmetics, and all toilet preparations	.....	.....	.....	.....	.....	18,456	19,521	21,616	18,887	17,779
Plated ware	.....	.....	.....	.....	.....	19,197	10,636	24,681	29,715	25,123
Silk, manufactures of	.....	.....	.....	.....	.....	18,686	16,565	20,030	16,546	15,957
Soap	.....	.....	.....	.....	.....	36,142	52,682	60,948	65,892	36,757
Spirits, etc: Malt liquors	.....	.....	.....	.....	.....	158	78	73	364	12
Vegetables	.....	.....	.....	.....	.....	30,155	63,582	81,542	75,397	53,796
Wood, manufactures of:										
Timber, sawed ..... M ft..	99	612	.....	86	747	2,168	11,687	.....	2,012	17,485
Lumber—										
Boards, planks, deals, joists, and scantling ..... M ft..	22,769	35,101	34,109	42,586	59,643	474,148	624,471	673,159	818,880	1,248,665
All other	.....	.....	.....	.....	.....	122,727	122,092	132,133	286,308	27,226
Furniture	.....	.....	.....	.....	.....	134,608	87,971	113,419	119,916	148,395
All other manufactures of	.....	.....	.....	.....	.....	35,135	39,894	42,977	54,413	77,644
All other articles	.....	.....	.....	.....	.....	419,012	555,661	813,456	958,563	1,380,394
Total domestic exports	.....	.....	.....	.....	.....	19,364,238	17,444,759	22,764,183	27,150,672	34,587,050
Total foreign exports	.....	.....	.....	.....	.....	125,839	82,933	133,707	89,474	91,031
Total exports of merchandise	.....	.....	.....	.....	.....	19,490,077	17,527,692	22,897,890	27,240,146	34,678,081

[1]Figures for 1911 are for six month

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